

ESTTA Tracking number: **ESTTA235002**Filing date: **09/05/2008**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92047056
Party	Plaintiff TERRA SUL CORPORATION A/K/A CHURRASCARIA BOI NA BRASA
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Date	09/05/2008
Attachments	Deposition Testimony of Farid Saleh.pdf ( 42 pages )(2568108 bytes ) Witness Signature Page.pdf ( 1 page )(31856 bytes ) Farid Exhibit 1.pdf ( 2 pages )(79993 bytes ) Farid Exhibit 2.pdf ( 2 pages )(118309 bytes ) Farid Exhibit 3.pdf ( 4 pages )(84248 bytes ) Farid Exhibit 5.pdf ( 3 pages )(49755 bytes ) Farid Exhibit 6.pdf ( 13 pages )(376466 bytes ) Farid Exhibit 7.pdf ( 2 pages )(71391 bytes ) Farid Exhibit 8.pdf ( 27 pages )(1086567 bytes ) Farid Exhibit 9.pdf ( 41 pages )(1568987 bytes ) Farid Exhibit 10 - Confidential.pdf ( 1 page )(8958 bytes ) Farid Exhibit 11 - Confidential.pdf ( 1 page )(8912 bytes ) Farid Exhibit 12 - Confidential.pdf ( 1 page )(9186 bytes ) Farid Exhibit 13 - Confidential.pdf ( 1 page )(9498 bytes ) Farid Exhibit 14.pdf ( 3 pages )(96909 bytes ) Farid Exhibit 15.pdf ( 6 pages )(679055 bytes ) Farid Exhibit 16.pdf ( 2 pages )(61794 bytes ) Farid Exhibit 17.pdf ( 4 pages )(80050 bytes ) Farid Exhibit 18.pdf ( 2 pages )(52541 bytes ) Farid Exhibit 19.pdf ( 3 pages )(106108 bytes ) Farid Exhibit 20.pdf ( 2 pages )(55387 bytes ) Farid Exhibit 21.pdf ( 5 pages )(170220 bytes ) Farid Exhibit 22.pdf ( 8 pages )(185291 bytes )

<p>1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD</p> <p>2 -----</p> <p>3 TERRA SUL CORPORATION a/k/a CHURRASCARIA BOI NA BRASA, 4 Petitioner, 5 v. CANCELLATION NO.: 92047056 6 BOI NA BRASA, INC., 7 Respondent.</p> <p>8 -----</p> <p>9</p> <p>10 Transcript of the deposition of FARID SALEH, 11 taken in the Law Offices of Simoes &amp; Monteiro, P.C., 12 83 Polk Street, Newark, New Jersey, on August 7, 2008 13 commencing at 10:01 a.m., held pursuant to Notice 14 before a Shorthand Reporter and Notary Public.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 F. SALEH</p> <p>2 ZILDA BUZACK,</p> <p>3 called as the official interpreter in this</p> <p>4 matter, was duly sworn by a Notary Public</p> <p>5 of the State of New York to accurately and</p> <p>6 faithfully translate the questions propounded</p> <p>7 to the witness from English to Portuguese and</p> <p>8 answers given from Portuguese to English.</p> <p>9 FARID SALEH,</p> <p>10 having been duly sworn by a Notary Public</p> <p>11 of the State of New York, was examined and</p> <p>12 testified through an interpreter as follows:</p> <p>13 DIRECT EXAMINATION</p> <p>14 BY MR. CLARK:</p> <p>15 Q State your full name for the record.</p> <p>16 A <b>Farid Saleh.</b></p> <p>17 Q State your current address for</p> <p>18 the record.</p> <p>19 A <b>148 Komorn Street, Apartment 3,</b></p> <p>20 <b>Newark, New Jersey 07105.</b></p> <p>21 Q We're on the record now.</p> <p>22 Good morning, Farid.</p> <p>23 A <b>Good morning.</b></p> <p>24 Q Do you understand why you</p> <p>25 were called here to testify today?</p>
<p>1 APPEARANCES:</p> <p>2</p> <p>3 PATTERSON &amp; SHERIDAN, LLP. Attorneys on behalf of the Petitioner 3040 Post Oak Boulevard Suite 1500 Houston, Texas 77056 (713) 623-4844 (713) 623-4846 Fax 4 BY: DAVID L. CLARK, ESQ. 5 E-MAIL: Dclark@pattersonsheridan.com 6 WEB: www.pattersonsheridan.com</p> <p>7</p> <p>8 PATTERSON &amp; SHERIDAN, LLP. Attorneys on behalf of the Petitioner 595 Shrewsbury Avenue Suite 100 Shrewsbury, New Jersey 07702 (732) 530-9404 (732) 530-9808 Fax 9 BY: EAMON J. WALL, ESQ. 10 E-MAIL: Ewall@pattersonsheridan.com 11 WEB: www.pattersonsheridan.com</p> <p>12</p> <p>13 THOMPSON &amp; KNIGHT, LLP. Attorneys on behalf of the Respondent 919 Third Avenue New York, New York 10022 (212) 751-3048 (212) 880-3238 Fax 14 BY: IRENE R. DUBOWY, ESQ., 15 E-MAIL: Irene.dubowy@tklaw.com</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20 ALSO PRESENT:</p> <p>21 Zilda Buzack, Portuguese Interpreter (917) 686-7071</p> <p>22</p> <p>23</p> <p>24</p> <p>25 U.S. LEGAL SUPPORT, INC.</p>	<p>1 F. SALEH</p> <p>2 A <b>Yes.</b></p> <p>3 Q What would that reason be?</p> <p>4 A <b>The reasons that we have a</b></p> <p>5 <b>restaurant. There's another restaurant. Our</b></p> <p>6 <b>restaurant which has the name, excusing the name,</b></p> <p>7 <b>Boi Na Brasa. And a while back, I received a</b></p> <p>8 <b>letter that they wanted me to remove the name of</b></p> <p>9 <b>my restaurant so I'm here to answer, to say that</b></p> <p>10 <b>we've been around before them, to speak the truth.</b></p> <p>11 Q And Farid, do you understand that</p> <p>12 your testimony here today is to be taken as if</p> <p>13 you were in a courtroom before a judge and jury?</p> <p>14 A <b>Yes.</b></p> <p>15 Q Okay. Farid, have you been</p> <p>16 deposed before?</p> <p>17 A <b>That last time that we were here,</b></p> <p>18 <b>does that count?</b></p> <p>19 Q Are you referring to the deposition</p> <p>20 in March?</p> <p>21 A <b>Yes.</b></p> <p>22 Q Other than that deposition in March,</p> <p>23 have you ever been part of a deposition before?</p> <p>24 A <b>No.</b></p> <p>25 Q Have you ever testified in a</p>

<p>5</p> <p>1 F. SALEH</p> <p>2 courtroom before?</p> <p>3 A No.</p> <p>4 Q Farid, how long have you lived in</p> <p>5 New Jersey?</p> <p>6 A Eighteen years.</p> <p>7 Q How long have you lived at your</p> <p>8 current address?</p> <p>9 A That I bought the house, eight</p> <p>10 years.</p> <p>11 Q Before you lived in New Jersey,</p> <p>12 where did you live?</p> <p>13 A Brazil.</p> <p>14 Q Farid, what is your current</p> <p>15 business or place of employment?</p> <p>16 A Boi Na Brasa on 70 Adams Street,</p> <p>17 Newark.</p> <p>18 Q How long have you been in this</p> <p>19 business?</p> <p>20 MS. DUBOWY: Objection, ambiguous.</p> <p>21 Q How long have you been in the</p> <p>22 restaurant business?</p> <p>23 A Since I arrived here I've worked in</p> <p>24 the restaurant business.</p> <p>25 Q How long have you worked for</p>	<p>7</p> <p>1 F. SALEH</p> <p>2 Churrascaria Boi Na Brasa Corp?</p> <p>3 A Yes.</p> <p>4 Q What was that role?</p> <p>5 A President.</p> <p>6 Q Did you have any other role</p> <p>7 in Churrascaria Boi Na Brasa Corp?</p> <p>8 A I was a president. Well, the</p> <p>9 beginning is difficult so we work with everything.</p> <p>10 Q Was Churrascaria Boi Na Brasa</p> <p>11 Corp officially incorporated?</p> <p>12 MS. DUBOWY: Objection.</p> <p>13 A Could you repeat the question?</p> <p>14 Q Sure. Was Churrascaria</p> <p>15 Boi Na Brasa Corp ever incorporated?</p> <p>16 A Yes, it was.</p> <p>17 Q In what state was Churrascaria</p> <p>18 Boi Na Brasa Corp incorporated?</p> <p>19 A New Jersey.</p> <p>20 Q Farid, do you know when Churrascaria</p> <p>21 Boi Na Brasa Corp was incorporated in New Jersey?</p> <p>22 A '96.</p> <p>23 MR. CLARK: I'd like to</p> <p>24 introduce Exhibit Number 1.</p> <p>25 (Whereupon, a document was</p>
<p>6</p> <p>1 F. SALEH</p> <p>2 Boi Na Brasa?</p> <p>3 A Since 1996.</p> <p>4 Q Are you currently involved in any</p> <p>5 other businesses?</p> <p>6 A No.</p> <p>7 Q Who is the owner of Churrascaria</p> <p>8 Boi Na Brasa?</p> <p>9 MS. DUBOWY: Objection, ambiguous.</p> <p>10 A Terra Sul Corp.</p> <p>11 Q What is the address of Churrascaria</p> <p>12 Boi Na Brasa?</p> <p>13 A 70 Adams Street, Newark, New Jersey.</p> <p>14 Q How long has Terra Sul Corp</p> <p>15 owned Churrascaria Boi Na Brasa?</p> <p>16 A Since 1999.</p> <p>17 Q Is Terra Sul Corp the original</p> <p>18 owner of Churrascaria Boi Na Brasa?</p> <p>19 A No.</p> <p>20 Q Who is the original owner</p> <p>21 of Churrascaria Boi Na Brasa?</p> <p>22 A Churrascaria Boi Na Brasa Corp.</p> <p>23 Q What is your role in Terra Sul Corp?</p> <p>24 A President.</p> <p>25 Q Well, did you have a role with</p>	<p>8</p> <p>1 F. SALEH</p> <p>2 marked as Plaintiff's Exhibit Number 1</p> <p>3 for identification as of this date.)</p> <p>4 Q Farid, have you seen this</p> <p>5 document before?</p> <p>6 A Yes.</p> <p>7 Q What is this document you have</p> <p>8 in front of you?</p> <p>9 A Certificate of Incorporation.</p> <p>10 Q According to this document,</p> <p>11 what is the date this certificate was filed?</p> <p>12 A On March 28, 1996.</p> <p>13 Q What is the name of the corporation</p> <p>14 incorporated by this certificate?</p> <p>15 A Churrascaria Boi Na Brasa Corp.</p> <p>16 Q And who is the registered</p> <p>17 agent on this certificate?</p> <p>18 A My name, Farid Saleh.</p> <p>19 Q Farid, as the registered agent</p> <p>20 for Churrascaria Boi Na Brasa Corp, what is</p> <p>21 the business that Churrascaria Boi Na Brasa</p> <p>22 Corp was in?</p> <p>23 MS. DUBOWY: Objection,</p> <p>24 'unbehoosed', leading.</p> <p>25 Can you rephrase it.</p>

<p>9</p> <p>1 F. SALEH</p> <p>2 MR. CLARK: I can.</p> <p>3 Q What business was Churrascaria</p> <p>4 Boi Na Brasa Corp involved in?</p> <p>5 A <b>Restaurant.</b></p> <p>6 MR. CLARK: I'll introduce</p> <p>7 Exhibit Number 2.</p> <p>8 MS. DUBOWY: Is this the</p> <p>9 document that you produced this week?</p> <p>10 MR. CLARK: No.</p> <p>11 MS. DUBOWY: Okay.</p> <p>12 When did you produce it?</p> <p>13 MR. CLARK: I believe we</p> <p>14 produced this document in May.</p> <p>15 (Whereupon, a document was</p> <p>16 marked as Plaintiff's Exhibit Number 2</p> <p>17 for identification as of this date.)</p> <p>18 Q Farid, have you seen this document,</p> <p>19 what's been marked as Exhibit 2 in front of you?</p> <p>20 A <b>Yes, I have.</b></p> <p>21 Q What is this document?</p> <p>22 A <b>This is an Authorization to Collect</b></p> <p>23 <b>Taxes in the State of New Jersey, isn't it?</b></p> <p>24 Q What is the entity authorized</p> <p>25 to collect taxes by this certificate?</p>	<p>11</p> <p>1 F. SALEH</p> <p>2 A <b>Yes.</b></p> <p>3 Q What is the date issued?</p> <p>4 A <b>June 4, 1996.</b></p> <p>5 Q Thank you.</p> <p>6 When did Churrascaria Boi Na Brasa</p> <p>7 first open for business?</p> <p>8 MS. DUBOWY: Objection, ambiguous.</p> <p>9 MR. CLARK: Go ahead, you can</p> <p>10 answer the question.</p> <p>11 MS. DUBOWY: Sorry, I think</p> <p>12 there are two companies and there are</p> <p>13 two Churrascarias, so to speak.</p> <p>14 When you ask the question you</p> <p>15 have to say which one you're referring to.</p> <p>16 Q How many Churrascaria Boi Na Brasa</p> <p>17 are there?</p> <p>18 A <b>Two, Boi Na Brasa. One,</b></p> <p>19 <b>Churrascaria Boi Na Brasa.</b></p> <p>20 Q To clarify, there is one</p> <p>21 restaurant called Churrascaria Boi Na Brasa?</p> <p>22 A <b>Yes.</b></p> <p>23 Q And when did that restaurant</p> <p>24 open for business?</p> <p>25 A <b>April of '96.</b></p>
<p>10</p> <p>1 F. SALEH</p> <p>2 A <b>Churrascaria Boi Na Brasa Corp.</b></p> <p>3 Q What is the effective date</p> <p>4 for collecting taxes by the certificate?</p> <p>5 A <b>April 15, 1996.</b></p> <p>6 Q When was this certificate issued?</p> <p>7 A <b>Would you repeat the question.</b></p> <p>8 Q Sure. When was this certificate</p> <p>9 issued?</p> <p>10 A <b>As it's here, it was issued on</b></p> <p>11 <b>April 15, 1996.</b></p> <p>12 Q If you could look at the bottom</p> <p>13 right where it says "date issued" on this</p> <p>14 document.</p> <p>15 MS. DUBOWY: Objection, leading.</p> <p>16 MR. CLARK: I haven't asked</p> <p>17 a question yet.</p> <p>18 MS. DUBOWY: I know where</p> <p>19 you're going.</p> <p>20 MR. CLARK: I'm asking him</p> <p>21 to look at the document.</p> <p>22 MS. DUBOWY: Okay.</p> <p>23 Q This document that you see in</p> <p>24 front of you, is there a column that states</p> <p>25 "date issued?"</p>	<p>12</p> <p>1 F. SALEH</p> <p>2 MR. CLARK: Thank you.</p> <p>3 I'd like to introduce</p> <p>4 Exhibit Number 3.</p> <p>5 (Whereupon, a multi-paged</p> <p>6 document was marked as Plaintiff's</p> <p>7 Exhibit Number 3 for identification</p> <p>8 as of this date.)</p> <p>9 Q Farid, have you seen this</p> <p>10 document before?</p> <p>11 MS. DUBOWY: Objection.</p> <p>12 Can you please lay a</p> <p>13 foundation before you start asking.</p> <p>14 MR. CLARK: I'm asking if</p> <p>15 he's seen the document before.</p> <p>16 MS. DUBOWY: Okay, but you're</p> <p>17 going to establish a foundation?</p> <p>18 MR. CLARK: Sure.</p> <p>19 A <b>Yes, I have.</b></p> <p>20 Q What is this document?</p> <p>21 A <b>This is an application that</b></p> <p>22 <b>we fill out to buy real estate.</b></p> <p>23 Q Why did you fill out an</p> <p>24 application to buy real estate?</p> <p>25 MS. DUBOWY: Objection,</p>

<p style="text-align: right;">13</p> <p>1 F. SALEH</p> <p>2 no foundation.</p> <p>3 <b>A Because that time there was another</b></p> <p>4 <b>restaurant where we have been till this day. The</b></p> <p>5 <b>gentleman wanted to sell it so we went to fill</b></p> <p>6 <b>out on the real estate application to buy the</b></p> <p>7 <b>restaurant.</b></p> <p>8 Q Farid, when did you first decide</p> <p>9 to open a restaurant?</p> <p>10 <b>A When we came to the U.S. we came</b></p> <p>11 <b>to work and that was a dream we had, and we had</b></p> <p>12 <b>worked for many years. I have worked as an</b></p> <p>13 <b>employee for others and I saved some money and</b></p> <p>14 <b>in '95, I started to put together documentation,</b></p> <p>15 <b>and think about the type of business that I would</b></p> <p>16 <b>like to have, and thank goodness in '96 was able</b></p> <p>17 <b>to open it.</b></p> <p>18 Q Farid, this restaurant that you</p> <p>19 were thinking about putting together and getting</p> <p>20 documentation for in 1995, was this what later</p> <p>21 became Churrascaria Boi Na Brasa?</p> <p>22 MS. DUBOWY: Objection, leading.</p> <p>23 <b>A Actually, the name Churrascaria</b></p> <p>24 <b>Boi Na Brasa I came up with in '95 when I designed</b></p> <p>25 <b>a logo for it.</b></p>	<p style="text-align: right;">15</p> <p>1 F. SALEH</p> <p>2 <b>a place so we started to search for a place in</b></p> <p>3 <b>Newark because we wanted to have an establishment</b></p> <p>4 <b>in Newark, because we knew a lot of people around</b></p> <p>5 <b>here, and then we found this restaurant that</b></p> <p>6 <b>was located on 70 Adams Street. This gentleman</b></p> <p>7 <b>wanted to sell it because he was already old and</b></p> <p>8 <b>he wanted to return to Brazil, and then he asked</b></p> <p>9 <b>for a price, we made an offer, he accepted --</b></p> <p>10 <b>they accepted and then we started.</b></p> <p>11 Q Now Farid, what we've marked as</p> <p>12 Exhibit 3, is that an accurate reflection of</p> <p>13 your offer to purchase the real estate at</p> <p>14 70 Adams Street?</p> <p>15 <b>A Yes.</b></p> <p>16 Q Did you sign this document</p> <p>17 as the perspective buyer?</p> <p>18 <b>A Yes.</b></p> <p>19 Q Is your signature on this</p> <p>20 document we've marked as Exhibit 3?</p> <p>21 <b>A Yes.</b></p> <p>22 Q When did you sign this document?</p> <p>23 <b>A In February of '96.</b></p> <p>24 Q Farid, did you end up purchasing</p> <p>25 the real estate located at 70 Adams Street?</p>
<p style="text-align: right;">14</p> <p>1 F. SALEH</p> <p>2 MS. DUBOWY: Off the record.</p> <p>3 (Whereupon, an off-the-record</p> <p>4 discussion was held.)</p> <p>5 Q What is the first restaurant</p> <p>6 that you opened?</p> <p>7 <b>A Churrascaria Boi Na Brasa.</b></p> <p>8 Q Now this document you see before</p> <p>9 you here, where is this real estate located?</p> <p>10 <b>A On 70 Adams Street where we</b></p> <p>11 <b>have been till this day.</b></p> <p>12 MR. CLARK: I'm going to</p> <p>13 introduce Exhibit Number 4.</p> <p>14 MS. DUBOWY: Counsel, are you</p> <p>15 going to lay a foundation for the next</p> <p>16 documents because you didn't lay a</p> <p>17 foundation for this one, for Exhibit</p> <p>18 Number 3.</p> <p>19 MR. CLARK: Off the record.</p> <p>20 (Whereupon, an off-the-record</p> <p>21 discussion was held.)</p> <p>22 Q Now if we can go back to Exhibit</p> <p>23 Number 3, Farid, when you decided to try to open</p> <p>24 a restaurant, what steps did you take?</p> <p>25 <b>A First of all, we needed to have</b></p>	<p style="text-align: right;">16</p> <p>1 F. SALEH</p> <p>2 <b>A Yes.</b></p> <p>3 Q Farid, when you purchased the</p> <p>4 real estate at 70 Adams Street, how did you make</p> <p>5 payments on that property?</p> <p>6 <b>A Could you repeat the question.</b></p> <p>7 Q Sure. When you purchased the real</p> <p>8 estate at 70 Adams Street, how did you pay for it?</p> <p>9 <b>A We paid with a check.</b></p> <p>10 Q The property located at 70 Adams</p> <p>11 Street, did you rent it or did you buy it?</p> <p>12 <b>A No, I rented it.</b></p> <p>13 Q Did you have an agreement</p> <p>14 for this rent?</p> <p>15 <b>A Yes.</b></p> <p>16 Q Is there a lease agreement?</p> <p>17 <b>A Yes.</b></p> <p>18 MR. CLARK: I'd like to</p> <p>19 introduce this as Exhibit Number 4.</p> <p>20 (Whereupon, a document was</p> <p>21 marked as Plaintiff's Exhibit Number 4</p> <p>22 for identification as of this date.)</p> <p>23 Q Do you see the document we've</p> <p>24 entered as Exhibit Number 4; have you seen this</p> <p>25 document before?</p>

<p style="text-align: right;">17</p> <p>1 F. SALEH</p> <p>2 A Yes, I have.</p> <p>3 Q What is this document?</p> <p>4 A <b>This document here is a contract</b></p> <p>5 <b>for the company that owns the mall which is</b></p> <p>6 <b>Newark Adams Association and they signed a</b></p> <p>7 <b>lease with me; I signed it. It's renewable</b></p> <p>8 <b>every five years.</b></p> <p>9 Q Did you sign a lease agreement</p> <p>10 with Newark Adams?</p> <p>11 A Yes.</p> <p>12 Q Was this lease for the property</p> <p>13 at 70 Adams Street, Store Number 4?</p> <p>14 MS. DUBOWY: Objection, leading.</p> <p>15 A Yes.</p> <p>16 Q Where was the property that</p> <p>17 you signed this lease agreement?</p> <p>18 A <b>It's located on 70 Adams Street,</b></p> <p>19 <b>Store Number 4, Newark.</b></p> <p>20 Q Now this exhibit in front of you,</p> <p>21 we only have the first two pages.</p> <p>22 Is there a lease agreement;</p> <p>23 did you sign a lease agreement?</p> <p>24 A Yes, I did.</p> <p>25 MS. DUBOWY: Objection.</p>	<p style="text-align: right;">19</p> <p>1 F. SALEH</p> <p>2 Are we talking here about the</p> <p>3 '96 lease or one of the renewals?</p> <p>4 Can you please rephrase it.</p> <p>5 MR. CLARK: Sure.</p> <p>6 Q The lease agreement that you claim</p> <p>7 to have signed in 1996, have you given a copy of</p> <p>8 that lease to any of the attorneys in this case?</p> <p>9 A <b>In this case my attorney would say</b></p> <p>10 <b>them.</b></p> <p>11 Q Have you given a copy of this</p> <p>12 1996 lease either to myself or to any of the</p> <p>13 other attorneys sitting at this table?</p> <p>14 A No.</p> <p>15 MS. DUBOWY: Please ask for this</p> <p>16 document. I believe it was called for.</p> <p>17 MR. CLARK: We've asked for the</p> <p>18 document as well and we haven't seen it,</p> <p>19 that's why I'm asking for it now because</p> <p>20 I'm confused just like you.</p> <p>21 MS. DUBOWY: All right. We</p> <p>22 would like to see this document.</p> <p>23 MR. CLARK: Is it possible we</p> <p>24 can get this document today?</p> <p>25 A <b>I can do it either today, the latest</b></p>
<p style="text-align: right;">18</p> <p>1 F. SALEH</p> <p>2 This document is without</p> <p>3 a signature.</p> <p>4 MR. CLARK: That was my</p> <p>5 follow-up question.</p> <p>6 MS. DUBOWY: It's not</p> <p>7 admissible because it's not complete.</p> <p>8 MR. CLARK: I understand.</p> <p>9 I have a follow-up question</p> <p>10 for that.</p> <p>11 MS. DUBOWY: Okay.</p> <p>12 We'll see what happens.</p> <p>13 Q Is there a signed lease</p> <p>14 agreement in your possession?</p> <p>15 A Yes.</p> <p>16 Q Where is that lease agreement?</p> <p>17 A <b>Okay. Each contractor, each</b></p> <p>18 <b>agreement is valid for five years. We have at</b></p> <p>19 <b>least two more agreements because they renewed,</b></p> <p>20 <b>and we also got the adjacent store which we made</b></p> <p>21 <b>the whole thing bigger so now we have Store</b></p> <p>22 <b>Number 3 and Number 4.</b></p> <p>23 Q Have you given any of the attorneys</p> <p>24 in this case a copy of that lease?</p> <p>25 MS. DUBOWY: Objection, ambiguous.</p>	<p style="text-align: right;">20</p> <p>1 F. SALEH</p> <p>2 <b>tomorrow because I have to look for it. All my</b></p> <p>3 <b>documentation is in the attic in my house and I</b></p> <p>4 <b>have to look for it.</b></p> <p>5 <b>May I ask a question?</b></p> <p>6 MR. CLARK: Yes, go ahead.</p> <p>7 A <b>When I gathered all the papers for</b></p> <p>8 <b>this it might have gone together in a box that I</b></p> <p>9 <b>provided. I'm not sure if I put it in or not.</b></p> <p>10 MR. CLARK: Okay. Off the record.</p> <p>11 (Whereupon, an off-the-record</p> <p>12 discussion was held.)</p> <p>13 MR. CLARK: While we were away,</p> <p>14 counsels had discussion about what was</p> <p>15 initially introduced as Exhibit Number 4.</p> <p>16 Counsel for petitioner is</p> <p>17 going to withdraw that exhibit for</p> <p>18 the moment until we get a more complete</p> <p>19 copy.</p> <p>20 In the meantime, we're going</p> <p>21 to skip ahead to Exhibit Number 5 for</p> <p>22 future documents.</p> <p>23 Q Farid, when you entered into a</p> <p>24 lease agreement with Newark Adams, as you have</p> <p>25 testified to, how did you pay them the rent?</p>

<p style="text-align: right;">21</p> <p>1 F. SALEH</p> <p>2 A We used to pay with check.</p> <p>3 We pay with checks till this day.</p> <p>4 Q Did you always pay Newark Adams</p> <p>5 with a check?</p> <p>6 A Yes.</p> <p>7 MR. CLARK: I'd like to</p> <p>8 introduce Exhibit Number 5.</p> <p>9 (Whereupon, a two-page</p> <p>10 document was marked as Plaintiff's</p> <p>11 Exhibit Number 5 for identification</p> <p>12 as of this date.)</p> <p>13 Q Farid, have you seen this</p> <p>14 document before?</p> <p>15 A Yes.</p> <p>16 Q What is this document?</p> <p>17 A It's a check that I used to</p> <p>18 pay my rent.</p> <p>19 Q Who is the payor on this check?</p> <p>20 A Myself.</p> <p>21 Q Who is "myself?"</p> <p>22 A Farid, Churrascaria Boi Na Brasa</p> <p>23 Corp.</p> <p>24 Q Who is the payee on this check?</p> <p>25 A It's Newark Adams Association.</p>	<p style="text-align: right;">23</p> <p>1 F. SALEH</p> <p>2 Q Farid, have you seen this</p> <p>3 document before?</p> <p>4 A Yes, I have.</p> <p>5 Q What is this document?</p> <p>6 A It's the insurance policy for</p> <p>7 my restaurant Churrascaria Boi Na Brasa.</p> <p>8 Q Who is the named insured</p> <p>9 on this insurance policy?</p> <p>10 A Churrascaria Boi Na Brasa.</p> <p>11 Q Is this the first insurance</p> <p>12 policy for Churrascaria Boi Na Brasa?</p> <p>13 A Yes.</p> <p>14 Q What is the policy period</p> <p>15 for this insurance agreement?</p> <p>16 A The policy is good for one year.</p> <p>17 Q When did this policy begin?</p> <p>18 A May 9, 1996.</p> <p>19 Q To when?</p> <p>20 A Until May 9, 1997, one year.</p> <p>21 Q Now from May 9, 1996 to May 9, 1997,</p> <p>22 was Churrascaria Boi Na Brasa open for business?</p> <p>23 MS. DUBOWY: Objection.</p> <p>24 Can you repeat the question,</p> <p>25 I didn't get it.</p>
<p style="text-align: right;">22</p> <p>1 F. SALEH</p> <p>2 Q When was this check drafted?</p> <p>3 A May of 1997.</p> <p>4 Q And what was the purpose</p> <p>5 of writing this check?</p> <p>6 A Payment for the monthly rent.</p> <p>7 Q Monthly rent for what?</p> <p>8 A For the restaurant Churrascaria</p> <p>9 Boi Na Brasa.</p> <p>10 Q Farid, as a restaurant owner,</p> <p>11 did you have to take out any insurance?</p> <p>12 A Yes.</p> <p>13 Q What kind of insurance policy</p> <p>14 did Churrascaria Boi Na Brasa Corp take out?</p> <p>15 A Liability.</p> <p>16 Q When did Churrascaria Boi Na</p> <p>17 Brasa Corp take out liability insurance?</p> <p>18 A We got the insurance the first</p> <p>19 year that we started to operate.</p> <p>20 MR. CLARK: I would like</p> <p>21 to introduce Exhibit Number 6.</p> <p>22 (Whereupon, a multi-page</p> <p>23 document was marked as Plaintiff's</p> <p>24 Exhibit Number 6 for identification</p> <p>25 as of this date.)</p>	<p style="text-align: right;">24</p> <p>1 F. SALEH</p> <p>2 MR. CLARK: That's fine.</p> <p>3 Q From May 9, 1996 to May 9, 1997,</p> <p>4 was Churrascaria Boi Na Brasa open for business?</p> <p>5 A Yes.</p> <p>6 MR. CLARK: I'd like to</p> <p>7 introduce Exhibit Number 7.</p> <p>8 (Whereupon, a one-page</p> <p>9 document was marked as Plaintiff's</p> <p>10 Exhibit Number 7 for identification</p> <p>11 as of this date.)</p> <p>12 Q Farid, have you seen this</p> <p>13 document before?</p> <p>14 A Yes.</p> <p>15 Q What is this document?</p> <p>16 A It's another insurance for a</p> <p>17 different year for the restaurant Churrascaria</p> <p>18 Boi Na Brasa.</p> <p>19 Q And what is the period?</p> <p>20 MS. DUBOWY: Objection.</p> <p>21 Q Was Churrascaria Boi Na Brasa</p> <p>22 open for business in 1997?</p> <p>23 A Yes, it was.</p> <p>24 Q Did Churrascaria Boi Na Brasa have</p> <p>25 to take out an insurance coverage for 1997?</p>

<p style="text-align: right;">25</p> <p>1 F. SALEH</p> <p>2 A Yes.</p> <p>3 Q This document in front of you,</p> <p>4 Exhibit Number 7, is this an accurate reflection</p> <p>5 of the insurance agreement for Churrascaria</p> <p>6 Boi Na Brasa in 1997?</p> <p>7 A From '97 to '98.</p> <p>8 Q What is the policy period for</p> <p>9 this insurance agreement?</p> <p>10 A October of '97 until October of '98.</p> <p>11 Q Who is the named insured for</p> <p>12 this policy?</p> <p>13 A Churrascaria Boi Na Brasa.</p> <p>14 Q And what is the address for the</p> <p>15 named insured?</p> <p>16 A 70 Adams Street, Store 4, Newark,</p> <p>17 New Jersey 07105; the location where we are to</p> <p>18 this day.</p> <p>19 MR. CLARK: Thank you.</p> <p>20 I'd like to introduce</p> <p>21 Exhibit Number 8.</p> <p>22 (Whereupon, a multiple-page</p> <p>23 document was marked as Plaintiff's</p> <p>24 Exhibit Number 8 for identification</p> <p>25 as of this date.)</p>	<p style="text-align: right;">27</p> <p>1 F. SALEH</p> <p>2 the insurance policy taken out by Churrascaria</p> <p>3 Boi Na Brasa in 1998?</p> <p>4 A Yes, up until '99.</p> <p>5 Q What is the policy period for</p> <p>6 this insurance policy?</p> <p>7 A May 22, 1998 until May 22, 1999.</p> <p>8 Q On May 22, 1998, who was the</p> <p>9 owner of Churrascaria Boi Na Brasa?</p> <p>10 A Churrascaria Boi Na Brasa Corp.</p> <p>11 Q On May 22, 1999, who was the</p> <p>12 owner of Churrascaria Boi Na Brasa?</p> <p>13 A Could you repeat the question.</p> <p>14 Q Sure. On May 22, 1999, who was</p> <p>15 the owner of Churrascaria Boi Na Brasa?</p> <p>16 A Can I explain something?</p> <p>17 Q Please.</p> <p>18 A Okay. From '98 -- actually '99,</p> <p>19 Churrascaria Boi Na Brasa Corp owned Churrascaria</p> <p>20 Boi Na Brasa. I was the president. In '99, we</p> <p>21 changed the corporation and I was the president,</p> <p>22 and then it went to Terra Sul. However, this</p> <p>23 insurance policy -- so the period on this policy</p> <p>24 is until the fifth month. So the next one</p> <p>25 probably -- so to tell you the truth, if I'm</p>
<p style="text-align: right;">26</p> <p>1 F. SALEH</p> <p>2 Q Farid, in 1998 did Churrascaria</p> <p>3 Boi Na Brasa take out an insurance policy?</p> <p>4 A Yes.</p> <p>5 Q What kind of insurance policy</p> <p>6 did Churrascaria Boi Na Brasa take out in 1998?</p> <p>7 A Liability.</p> <p>8 Q Now this document we've identified</p> <p>9 as Exhibit Number 8, have you seen this document</p> <p>10 before?</p> <p>11 A Yes, I have.</p> <p>12 Q What is this document?</p> <p>13 A Churrascaria Boi Na Brasa</p> <p>14 restaurant insurance from '98 to '99.</p> <p>15 Q Who is the named insured for</p> <p>16 this insurance policy?</p> <p>17 MS. DUBOWY: Objection, foundation.</p> <p>18 A Churrascaria Boi Na Brasa.</p> <p>19 Q In 1998, was Churrascaria</p> <p>20 Boi Na Brasa open for business?</p> <p>21 A Yes.</p> <p>22 Q In 1998, did Churrascaria</p> <p>23 Boi Na Brasa have an insurance policy?</p> <p>24 A Yes.</p> <p>25 Q Is this an accurate reflection of</p>	<p style="text-align: right;">28</p> <p>1 F. SALEH</p> <p>2 going to answer, now I would say that Churrascaria</p> <p>3 Boi Na Brasa Corp was the owner until '99 and as</p> <p>4 of 1999, we've created another corporation that</p> <p>5 became the owner and I was the president.</p> <p>6 Q And what was this corporation</p> <p>7 in 1999 that became the owner?</p> <p>8 A Terra Sul Corp.</p> <p>9 Q Thank you.</p> <p>10 In 1999, was Churrascaria</p> <p>11 Boi Na Brasa open for business?</p> <p>12 A Yes.</p> <p>13 Q Did Churrascaria Boi Na Brasa</p> <p>14 take out insurance in 1999?</p> <p>15 A Yes.</p> <p>16 Q What insurance did Churrascaria</p> <p>17 Boi Na Brasa take out in 1999?</p> <p>18 A Liability.</p> <p>19 MR. CLARK: I'd like to</p> <p>20 introduce Exhibit Number 9.</p> <p>21 (Whereupon, a multi-paged</p> <p>22 document was marked as Plaintiff's</p> <p>23 Exhibit Number 9 for identification</p> <p>24 as of this date.)</p> <p>25 Q Farid, I have placed before</p>



<p style="text-align: right;">29</p> <p>1 F. SALEH</p> <p>2 you Exhibit Number 9. Have you seen this</p> <p>3 document before?</p> <p>4 A Yes, I have.</p> <p>5 Q What is this document?</p> <p>6 A It's the Churrascaria Boi Na Brasa</p> <p>7 insurance from the year 1999 until the year 2000.</p> <p>8 Q Who is the named insured on this</p> <p>9 policy?</p> <p>10 A Churrascaria Boi Na Brasa.</p> <p>11 Q Is this an accurate reflection of</p> <p>12 the insurance policy taken out by Churrascaria</p> <p>13 Boi Na Brasa in 1999?</p> <p>14 A Yes.</p> <p>15 Q What is the policy period for</p> <p>16 this insurance policy?</p> <p>17 A June 14th, 1999 to June 14th, 2000.</p> <p>18 Q And from June 14th, 1999</p> <p>19 to June 14th, 2000, who was the owner of</p> <p>20 Churrascaria Boi Na Brasa?</p> <p>21 A Terra Sul Corp, having myself</p> <p>22 as a president.</p> <p>23 Q Thank you.</p> <p>24 Farid, did Churrascaria</p> <p>25 Boi Na Brasa Corp have a bank account?</p>	<p style="text-align: right;">31</p> <p>1 F. SALEH</p> <p>2 A Yes.</p> <p>3 Q Who is the owner of the bank</p> <p>4 account reflected on this document?</p> <p>5 A Churrascaria Boi Na Brasa Corp.</p> <p>6 Q What is the date of this document?</p> <p>7 A March 31, 1997.</p> <p>8 MR. CLARK: I'd like to</p> <p>9 introduce Exhibit Number 11.</p> <p>10 (Whereupon, a document</p> <p>11 consisting of two pages was marked</p> <p>12 as Plaintiff's Exhibit Number 11</p> <p>13 for identification as of this date.)</p> <p>14 Q Farid, in May 1997, did</p> <p>15 Churrascaria Boi Na Brasa Corp have a</p> <p>16 bank account?</p> <p>17 A Yes.</p> <p>18 Q Was that bank account a</p> <p>19 checking account?</p> <p>20 A It was a checking account.</p> <p>21 Q Now the document placed before you,</p> <p>22 Exhibit Number 11, have you seen this document</p> <p>23 before?</p> <p>24 A This bank statement here, yes.</p> <p>25 Q Is this document an accurate</p>
<p style="text-align: right;">30</p> <p>1 F. SALEH</p> <p>2 A Yes.</p> <p>3 Q When did Churrascaria</p> <p>4 Boi Na Brasa Corp open a bank account?</p> <p>5 A As soon as we opened the restaurant,</p> <p>6 1996, I assume.</p> <p>7 Q Did Churrascaria Boi Na</p> <p>8 Brasa Corp have a bank account in 1997?</p> <p>9 A Yes.</p> <p>10 Q Who did Churrascaria Boi Na Brasa</p> <p>11 Corp have a bank account with in 1997?</p> <p>12 A I'm not exactly sure but I</p> <p>13 think it was PNC Bank and Midlantic.</p> <p>14 MR. CLARK: I'd like to</p> <p>15 introduce Exhibit Number 10.</p> <p>16 (Whereupon, a multi-page</p> <p>17 document was marked as Plaintiff's</p> <p>18 Exhibit Number 10 for identification</p> <p>19 as of this date.)</p> <p>20 Q Farid, have you seen this</p> <p>21 document before?</p> <p>22 A This is a bank statement, isn't it?</p> <p>23 Q Is this an accurate reflection of</p> <p>24 the bank statements for Churrascaria Boi Na Brasa</p> <p>25 Corp?</p>	<p style="text-align: right;">32</p> <p>1 F. SALEH</p> <p>2 reflection of the bank statement for Churrascaria</p> <p>3 Boi Na Brasa Corp?</p> <p>4 A Yes.</p> <p>5 Q What is the date of this document?</p> <p>6 A April 30, 1997.</p> <p>7 Q Thank you. Farid, in 1996, who</p> <p>8 did you work for?</p> <p>9 A In 1996, I was working for</p> <p>10 Churrascaria Boi Na Brasa Corp. Actually, let me</p> <p>11 go back.</p> <p>12 First, I was working for a recycling</p> <p>13 company named Fiber Specialist and then when we</p> <p>14 opened Churrascaria Boi Na Brasa Corp. I started</p> <p>15 working for them.</p> <p>16 Q Farid, in 1996 did you pay</p> <p>17 income taxes?</p> <p>18 A Yes, I did.</p> <p>19 MR. CLARK: I'd like to</p> <p>20 introduce Exhibit Number 12.</p> <p>21 (Whereupon, a multiple-page</p> <p>22 document was marked as Plaintiff's</p> <p>23 Exhibit Number 12 for identification</p> <p>24 as of this date.)</p> <p>25 Q Farid, have you seen this</p>

<p style="text-align: right;">33</p> <p>1 F. SALEH</p> <p>2 document before?</p> <p>3 A Yes.</p> <p>4 Q What is this document?</p> <p>5 A It's a W2.</p> <p>6 Q What year was this W2?</p> <p>7 MS. DUBOWY: Objection, ambiguous.</p> <p>8 Q For what tax year is this W2?</p> <p>9 A 1996.</p> <p>10 Q Could you please turn to the</p> <p>11 page identified with a Bates label TS000023.</p> <p>12 A (Witness complies.)</p> <p>13 Q Who is the employee reflected</p> <p>14 by this document?</p> <p>15 A Who is the employer?</p> <p>16 Q Employee.</p> <p>17 A Farid Saleh, myself.</p> <p>18 Q Who is the employer?</p> <p>19 A Churrascaria Boi Na Brasa Corp.</p> <p>20 Q Is this an accurate reflection of</p> <p>21 the 1996 W2, Wage and Tax Statement for you?</p> <p>22 A Yes.</p> <p>23 Q Thank you.</p> <p>24 Farid, did you pay income taxes</p> <p>25 in 1997?</p>	<p style="text-align: right;">35</p> <p>1 F. SALEH</p> <p>2 A (Witness complies.)</p> <p>3 Q Have you seen this before?</p> <p>4 A Yes.</p> <p>5 Q What is this page?</p> <p>6 A W2 for the year of 1997.</p> <p>7 Q Is this an accurate reflection of</p> <p>8 the 1997 W2 that you filed with your income taxes?</p> <p>9 A Yes.</p> <p>10 Q Who is the employer reflected on</p> <p>11 this W2?</p> <p>12 A Churrascaria Boi Na Brasa Corp.</p> <p>13 Q Who is the employee reflected on</p> <p>14 this W2?</p> <p>15 A Myself, Farid Saleh.</p> <p>16 Q In 1997, was Churrascaria</p> <p>17 Boi Na Brasa open for business?</p> <p>18 A Yes.</p> <p>19 Q What kind of restaurant</p> <p>20 is Churrascaria Boi Na Brasa?</p> <p>21 A Brazilian food.</p> <p>22 Q What do you mean by "Brazilian</p> <p>23 food?"</p> <p>24 A The typical dishes from the state in</p> <p>25 Brazil and our main dish is bar-b-que, rodizio.</p>
<p style="text-align: right;">34</p> <p>1 F. SALEH</p> <p>2 A Yes.</p> <p>3 Q Who did you work for in 1997?</p> <p>4 A Churrascaria Boi Na Brasa Corp.</p> <p>5 MR. CLARK: I'd like to</p> <p>6 introduce Exhibit Number 13.</p> <p>7 (Whereupon, a multi-paged</p> <p>8 document was marked as Plaintiff's</p> <p>9 Exhibit Number 13 for identification</p> <p>10 as of this date and a brief recess</p> <p>11 was held.)</p> <p>12 Q Farid, in 1997 did you pay</p> <p>13 income taxes?</p> <p>14 A Yes.</p> <p>15 Q Who was your employer in 1997?</p> <p>16 A Churrascaria Boi Na Brasa Corp.</p> <p>17 Q This document in front of you,</p> <p>18 have you seen it before?</p> <p>19 A Yes.</p> <p>20 Q This would be Exhibit Number 13?</p> <p>21 A Yes.</p> <p>22 Q What is this document?</p> <p>23 A My 1997 income tax.</p> <p>24 Q Could you please turn to the</p> <p>25 page marked TS388.</p>	<p style="text-align: right;">36</p> <p>1 F. SALEH</p> <p>2 Q Has Churrascaria Boi Na Brasa always</p> <p>3 been a Brazilian style churrascarian restaurant?</p> <p>4 MS. DUBOWY: Objection, ambiguous.</p> <p>5 Q From 1996, has Churrascaria</p> <p>6 Boi Na Brasa always been a Brazilian</p> <p>7 style churrascarian restaurant?</p> <p>8 A Yes.</p> <p>9 Q In 1996, who operated</p> <p>10 Churrascaria Boi Na Brasa?</p> <p>11 A Could you repeat?</p> <p>12 Q Sure.</p> <p>13 In 1996, who operated</p> <p>14 Churrascaria Boi Na Brasa?</p> <p>15 A Churrascaria Boi Na Brasa Corp</p> <p>16 with myself as president, Farid Saleh.</p> <p>17 Q In 1996, in your role as the</p> <p>18 president, did you control the day-to-day</p> <p>19 operations of Churrascaria Boi Na Brasa?</p> <p>20 A Yes.</p> <p>21 Q Was it your responsibility</p> <p>22 to pay bills and invoices?</p> <p>23 A Yes.</p> <p>24 Q Would that include electric bills?</p> <p>25 A Yes.</p>

<p style="text-align: right;">37</p> <p>1 <b>F. SALEH</b></p> <p>2 MR. CLARK: I'd like to</p> <p>3 introduce Exhibit Number 14.</p> <p>4 (Whereupon, a document</p> <p>5 consisting of two pages was marked</p> <p>6 as Plaintiff's Exhibit Number 14</p> <p>7 for identification as of this date.)</p> <p>8 Q Farid, have you seen this</p> <p>9 document before?</p> <p>10 A Yes.</p> <p>11 Q What is this document?</p> <p>12 A It's a Churrascaria Boi Na Brasa</p> <p>13 Corp check to pay utility bills, expenses.</p> <p>14 Q Is this document an accurate</p> <p>15 reflection of a check to pay electric bills?</p> <p>16 A Yes.</p> <p>17 Q Who is the payor on this check?</p> <p>18 A Churrascaria Boi Na Brasa Corp.</p> <p>19 Q What is the date of this check?</p> <p>20 A June 26, 1996.</p> <p>21 Q Did you sign this check?</p> <p>22 A Yes.</p> <p>23 Q That is your signature on</p> <p>24 this document?</p> <p>25 MS. DUBOWY: Objection, being</p>	<p style="text-align: right;">39</p> <p>1 <b>F. SALEH</b></p> <p>2 hometown, there was a butcher house which was</p> <p>3 called Boi Na Brasa, and I had that in mind.</p> <p>4 Once, I went with my father to shop</p> <p>5 there so I associated Bar-B-Que in a Brazilian</p> <p>6 restaurant in Brazil which is a traditional name</p> <p>7 so I put the name Boi Na Brasa.</p> <p>8 Q When did you decide to name</p> <p>9 your restaurant Churrascaria Boi Na Brasa?</p> <p>10 A We started to think about the</p> <p>11 idea in 1995.</p> <p>12 Q When did you formally decide</p> <p>13 on the name Churrascaria Boi Na Brasa?</p> <p>14 A In the end of 1995, we created</p> <p>15 the logo which is still used today but registered</p> <p>16 as a company correctly we started in 1996.</p> <p>17 Q Did anyone assist you in</p> <p>18 creating the name Churrascaria Boi Na Brasa?</p> <p>19 A At that time it was myself, my wife,</p> <p>20 two friends and my son's godfather is one of them,</p> <p>21 Paulo and his wife Marisveny; and Roberto who</p> <p>22 created the logo, he was a designer. So this</p> <p>23 was the group at the time but it was my idea.</p> <p>24 Q In 1996, when you opened</p> <p>25 Churrascaria Boi Na Brasa, who else used the</p>
<p style="text-align: right;">38</p> <p>1 <b>F. SALEH</b></p> <p>2 that there's two signatures.</p> <p>3 Q Is your signature on this check?</p> <p>4 A Yes.</p> <p>5 Q Who is the check made out to?</p> <p>6 A PSE&amp;G, the utility company for</p> <p>7 the State of New Jersey.</p> <p>8 Q When this check was written, was</p> <p>9 Churrascaria Boi Na Brasa open for business?</p> <p>10 A Yes.</p> <p>11 Q Thank you.</p> <p>12 What does Churrascaria Boi Na Brasa</p> <p>13 mean?</p> <p>14 A To me, it's my life.</p> <p>15 INTERPRETER: He wants to</p> <p>16 know what the meaning of the name.</p> <p>17 Q What does the name</p> <p>18 Churrascaria Boi Na Brasa mean in English?</p> <p>19 A Boi Na Brasa means Bar-B-Que ox. I</p> <p>20 don't know how you call it, roasted over embers,</p> <p>21 burning coal.</p> <p>22 Q Who created the name Churrascaria</p> <p>23 Boi Na Brasa?</p> <p>24 A I've heard this name Boi Na Brasa</p> <p>25 since I was a little kid. In Brazil, in my own</p>	<p style="text-align: right;">40</p> <p>1 <b>F. SALEH</b></p> <p>2 name Boi Na Brasa in the restaurant business?</p> <p>3 A No one.</p> <p>4 Q In 1996, how did you inform people</p> <p>5 and customers that your restaurant Churrascaria</p> <p>6 Boi Na Brasa was open?</p> <p>7 A In those days since things were</p> <p>8 difficult, there wasn't a lot of money around,</p> <p>9 we made flyers to put on cars, things like that,</p> <p>10 neighborhood stores and also word of mouth.</p> <p>11 Q Did you advertise in local</p> <p>12 newspapers?</p> <p>13 A Actually, I think there was an</p> <p>14 article as soon as we opened the restaurant but</p> <p>15 it wasn't an article. It wasn't paid for but we</p> <p>16 started to advertise in newspaper after we had</p> <p>17 opened up the restaurant because we had money</p> <p>18 and we had a small ad.</p> <p>19 Q When did you first start</p> <p>20 advertising Churrascaria Boi Na Brasa?</p> <p>21 A In newspapers?</p> <p>22 Q Anywhere?</p> <p>23 A Well, in '96 we made the flyers to</p> <p>24 circulate around town. Newspapers, we started in</p> <p>25 1997, I think. I'm not a hundred percent sure.</p>

<p style="text-align: right;">41</p> <p>1 <b>F. SALEH</b></p> <p>2 Q Did you advertise with the</p> <p>3 Brazilian Press in 1997?</p> <p>4 <b>A In 1997 we started with the</b></p> <p>5 <b>newspapers, yes.</b></p> <p>6 Q You put an advertisement for</p> <p>7 Churrascaria Boi Na Brasa in the Brazilian Press?</p> <p>8 MS. DUBOWY: Objection, leading.</p> <p>9 Q In 1997, did Churrascaria Boi Na</p> <p>10 Brasa put an advertisement in local newspapers?</p> <p>11 <b>A Yes.</b></p> <p>12 Q In 1997, which newspapers did</p> <p>13 Churrascaria Boi Na Brasa advertise in?</p> <p>14 <b>A Brazilian Press. I'm not sure</b></p> <p>15 <b>but also maybe Brazilian Voice.</b></p> <p>16 MR. CLARK: I'd like to</p> <p>17 introduce Exhibit Number 15.</p> <p>18 (Whereupon, a five-page</p> <p>19 document was marked as Plaintiff's</p> <p>20 Exhibit Number 15 for identification</p> <p>21 as of this date.)</p> <p>22 Now, this doesn't have a Bates</p> <p>23 number on it but it was produced earlier</p> <p>24 with a Bates number.</p> <p>25 Q Farid, have you seen this</p>	<p style="text-align: right;">43</p> <p>1 <b>F. SALEH</b></p> <p>2 <b>bottom.</b></p> <p>3 Q What is the date of this</p> <p>4 advertisement?</p> <p>5 <b>A It's the week of 17 to 23 of</b></p> <p>6 <b>September, 1997.</b></p> <p>7 Q Is this an accurate reflection</p> <p>8 of an advertisement you placed with the</p> <p>9 Brazilian Press in September of 1997?</p> <p>10 <b>A Yes.</b></p> <p>11 Q Pages 3 and 4 of this document,</p> <p>12 have you seen these before?</p> <p>13 <b>A Yes.</b></p> <p>14 Q Did Churrascaria Boi Na Brasa</p> <p>15 place an advertisement on either of these</p> <p>16 two pages?</p> <p>17 MS. DUBOWY: Objection, foundation.</p> <p>18 Q Did Churrascaria Boi Na Brasa</p> <p>19 place an advertisement in the Brazilian Press</p> <p>20 in 1999?</p> <p>21 MS. DUBOWY: Objection, leading.</p> <p>22 MR. CLARK: Let me rephrase.</p> <p>23 Q In 1999, did Churrascaria</p> <p>24 Boi Na Brasa advertise in newspapers?</p> <p>25 <b>A Yes.</b></p>
<p style="text-align: right;">42</p> <p>1 <b>F. SALEH</b></p> <p>2 document before?</p> <p>3 <b>A Yes, I have. It's like I go back</b></p> <p>4 <b>in time.</b></p> <p>5 Q You've seen this document before?</p> <p>6 <b>A Yes, I have.</b></p> <p>7 MS. DUBOWY: Objection, there</p> <p>8 are two documents, two newspapers.</p> <p>9 MR. CLARK: Yes.</p> <p>10 MS. DUBOWY: So when you say</p> <p>11 "document" like which document?</p> <p>12 Q The first two pages, have you</p> <p>13 seen these before?</p> <p>14 <b>A Yes.</b></p> <p>15 Q The first two pages of</p> <p>16 this document, what is it?</p> <p>17 <b>A This is the cover page for</b></p> <p>18 <b>Brazilian Press which is our community's</b></p> <p>19 <b>newspaper.</b></p> <p>20 Q Is there an advertisement for</p> <p>21 Churrascaria Boi Na Brasa on either of these</p> <p>22 first two pages?</p> <p>23 <b>A Yes.</b></p> <p>24 Q Where is this advertisement?</p> <p>25 <b>A It's on this second page here,</b></p>	<p style="text-align: right;">44</p> <p>1 <b>F. SALEH</b></p> <p>2 Q In 1999, did Churrascaria</p> <p>3 Boi Na Brasa ever advertise with the</p> <p>4 Brazilian Press?</p> <p>5 MS. DUBOWY: Objection, leading.</p> <p>6 Q What newspapers did Churrascaria</p> <p>7 Boi Na Brasa advertise with in 1999?</p> <p>8 <b>A Brazilian Press.</b></p> <p>9 Q Are pages 3 and 4 of Exhibit 15</p> <p>10 an accurate reflection of the advertisements</p> <p>11 you placed with the Brazilian Press in 1999?</p> <p>12 MS. DUBOWY: Objection, ambiguous.</p> <p>13 You didn't establish time.</p> <p>14 Q On pages 3 and 4 of this document,</p> <p>15 is this an accurate representation of an</p> <p>16 advertisement placed by Churrascaria Boi Na Brasa?</p> <p>17 <b>A Aren't you talking about</b></p> <p>18 <b>pages 2 and 4?</b></p> <p>19 Q 3 and 4.</p> <p>20 <b>A Could you repeat the</b></p> <p>21 <b>question please.</b></p> <p>22 Q Sure.</p> <p>23 On pages 3 and 4 of this document,</p> <p>24 is the advertisement for Churrascaria Boi Na Brasa</p> <p>25 an accurate reflection of the advertisement in the</p>

<p style="text-align: right;">45</p> <p>1 F. SALEH</p> <p>2 Brazilian Press?</p> <p>3 A Yes.</p> <p>4 Q When did Churrascaria</p> <p>5 Boi Na Brasa place this ad?</p> <p>6 A This ad was on November 17, 1999.</p> <p>7 Q Was Churrascaria Boi Na Brasa</p> <p>8 open for business in 1999?</p> <p>9 A Yes.</p> <p>10 MS. DUBOWY: Objection, ambiguous.</p> <p>11 Q In 1999, was Churrascaria</p> <p>12 Boi Na Brasa open?</p> <p>13 A It was open, it had operations.</p> <p>14 Q In 1999, was Churrascaria</p> <p>15 Boi Na Brasa still operating as a restaurant?</p> <p>16 A Yes.</p> <p>17 Q Does Churrascaria Boi Na Brasa</p> <p>18 ever cater?</p> <p>19 A We've always done that.</p> <p>20 Q When did Churrascaria</p> <p>21 Boi Na Brasa first start catering?</p> <p>22 A Well, actually in '96 we had a big</p> <p>23 catering event. It was big for us because we</p> <p>24 were small and this opportunity came up. We did</p> <p>25 a catering event in Atlantic City.</p>	<p style="text-align: right;">47</p> <p>1 F. SALEH</p> <p>2 for Brazilian food catering.</p> <p>3 Q Is this an accurate reflection of</p> <p>4 the agreement between Churrascaria Boi Na Brasa</p> <p>5 and the Trump Taj Mahal?</p> <p>6 A For this event, yes.</p> <p>7 Q What was the date of this agreement?</p> <p>8 A According to this document in</p> <p>9 front of me, the date is June 7, 1996.</p> <p>10 Q Did Churrascaria Boi Na Brasa</p> <p>11 complete a catering event for the Trump Taj Mahal</p> <p>12 in June of 1996?</p> <p>13 A Yes.</p> <p>14 Q Where else has Churrascaria</p> <p>15 Boi Na Brasa catered events?</p> <p>16 MS. DUBOWY: Objection,</p> <p>17 failed to establish foundation.</p> <p>18 Q Has Churrascaria Boi Na Brasa</p> <p>19 ever catered to other people or entities?</p> <p>20 A Yes.</p> <p>21 Q Was this exclusively in New Jersey?</p> <p>22 A No. We do it in New Jersey.</p> <p>23 I've done it in New York and Connecticut.</p> <p>24 Q When did Churrascaria</p> <p>25 Boi Na Brasa cater an event in New York?</p>
<p style="text-align: right;">46</p> <p>1 F. SALEH</p> <p>2 INTERPRETER: The interpreter will</p> <p>3 correct herself on the record literally,</p> <p>4 "we did one in Atlantic City."</p> <p>5 Thank you.</p> <p>6 Q This catering event in</p> <p>7 Atlantic City, when was it?</p> <p>8 A I don't remember the exact date</p> <p>9 right now but it was '96 or into '97. It was</p> <p>10 right in the beginning.</p> <p>11 Q Who was this catering event for?</p> <p>12 A It was for the Taj Mahal Casino,</p> <p>13 Trump Taj Mahal.</p> <p>14 MR. CLARK: I'd like to</p> <p>15 enter Exhibit 16.</p> <p>16 (Whereupon, a one-page</p> <p>17 document was marked as Plaintiff's</p> <p>18 Exhibit Number 16 for identification</p> <p>19 as of this date.)</p> <p>20 Q Farid, have you seen this</p> <p>21 document before?</p> <p>22 A Yes.</p> <p>23 Q What is this document?</p> <p>24 A This is an agreement between</p> <p>25 Churrascaria Boi Na Brasa and Taj Mahal Casino</p>	<p style="text-align: right;">48</p> <p>1 F. SALEH</p> <p>2 A I'm not sure but I think</p> <p>3 three years ago.</p> <p>4 Q Do you remember who Churrascaria</p> <p>5 Boi Na Brasa catered to in New York approximately</p> <p>6 three years ago?</p> <p>7 A I'm not really sure but the thing</p> <p>8 is we got this catering event from this female.</p> <p>9 She was a relative of the Madrid Hotel in Wildwood</p> <p>10 in New Jersey and we did catering for her there</p> <p>11 during three years. And then they sold the hotel</p> <p>12 and we continued doing it for their family in</p> <p>13 New York, they had moved to New York.</p> <p>14 Q Thank you.</p> <p>15 From 1996 to the present time,</p> <p>16 has Churrascaria Boi Na Brasa ever shut down?</p> <p>17 A No.</p> <p>18 Q From 1996 to the present time,</p> <p>19 has Churrascaria Boi Na Brasa ever stopped doing</p> <p>20 business at its current location in New Jersey?</p> <p>21 A No.</p> <p>22 Q From 1996 to the present time,</p> <p>23 has Churrascaria Boi Na Brasa ever identified</p> <p>24 itself by a different name to the public?</p> <p>25 A No.</p>

<p style="text-align: right;">49</p> <p>1 <b>F. SALEH</b></p> <p>2 MR. CLARK: I'd like to</p> <p>3 introduce Exhibit Number 17.</p> <p>4 (Whereupon, a three-page</p> <p>5 document was marked as Plaintiff's</p> <p>6 Exhibit Number 17 for identification</p> <p>7 as of this date.)</p> <p>8 Q Farid, did Churrascaria Boi Na Brasa</p> <p>9 ever create a logo or design for its restaurant?</p> <p>10 A <b>Could you repeat please.</b></p> <p>11 Q Sure.</p> <p>12 Did Churrascaria Boi Na Brasa</p> <p>13 ever create a logo or design for its restaurant?</p> <p>14 MS. DUBOWY: Objection, ambiguous.</p> <p>15 Q Did Churrascaria Boi Na Brasa</p> <p>16 ever create a logo for the restaurant?</p> <p>17 MS. DUBOWY: Objection, ambiguous.</p> <p>18 Q Is there a logo that identifies</p> <p>19 Churrascaria Boi Na Brasa the restaurant?</p> <p>20 A <b>Yes, there is a logo.</b></p> <p>21 <b>That's right here, I've created it.</b></p> <p>22 Q Who created the logo</p> <p>23 for Churrascaria Boi Na Brasa?</p> <p>24 A <b>Roberto, this friend that I spoke</b></p> <p>25 <b>about before. He's the one who made the drawing.</b></p>	<p style="text-align: right;">51</p> <p>1 <b>F. SALEH</b></p> <p>2 <b>on the menu and after that it came out -- I don't</b></p> <p>3 <b>know how you call that thing in the front of the</b></p> <p>4 <b>restaurant that we put on, canopy.</b></p> <p>5 Q Are you referring to a sign?</p> <p>6 A <b>Yes, the sign, a design with a logo</b></p> <p>7 <b>and the name. I have pictures back home.</b></p> <p>8 Q When did Churrascaria Boi Na Brasa</p> <p>9 open?</p> <p>10 A <b>April of 1996.</b></p> <p>11 Q When Churrascaria Boi Na Brasa</p> <p>12 opened in April of 1996, where was it located?</p> <p>13 A <b>70 Adams Street, Store Number 4,</b></p> <p>14 <b>Newark, New Jersey. That's where we have been</b></p> <p>15 <b>until this day.</b></p> <p>16 Q What is Terra Sul Corp?</p> <p>17 A <b>The Terra Sul Corp is a</b></p> <p>18 <b>corporation that I have opened and it</b></p> <p>19 <b>owns Churrascaria Boi Na Brasa.</b></p> <p>20 Q When did Terra Sul Corp acquire</p> <p>21 ownership of Churrascaria Boi Na Brasa?</p> <p>22 A <b>It was in 1999.</b></p> <p>23 Q Is Terra Sul a registered</p> <p>24 corporation?</p> <p>25 A <b>Yes.</b></p>
<p style="text-align: right;">50</p> <p>1 <b>F. SALEH</b></p> <p>2 <b>He wanted a model. Actually, at the time, this</b></p> <p>3 <b>little guy here looks like me.</b></p> <p>4 Q When did Roberto draw this logo?</p> <p>5 A <b>When he made the drawing?</b></p> <p>6 Q When did Roberto draw the logo?</p> <p>7 A <b>'95, end of '95.</b></p> <p>8 Q 1995?</p> <p>9 A <b>Yes.</b></p> <p>10 Q Now this exhibit I put before you,</p> <p>11 Exhibit 17, have you seen this document before?</p> <p>12 A <b>This one?</b></p> <p>13 Q Yes.</p> <p>14 A <b>Yes.</b></p> <p>15 Q What is this document?</p> <p>16 A <b>This is the first drawing for the</b></p> <p>17 <b>logo Churrascaria Boi Na Brasa logo. It's the</b></p> <p>18 <b>one we use to this day.</b></p> <p>19 Q Has Churrascaria Boi Na Brasa</p> <p>20 ever changed this logo?</p> <p>21 A <b>No.</b></p> <p>22 Q When did Churrascaria Boi Na Brasa</p> <p>23 first use this logo in association with its</p> <p>24 restaurant?</p> <p>25 A <b>Since the day we open. It came out</b></p>	<p style="text-align: right;">52</p> <p>1 <b>F. SALEH</b></p> <p>2 Q Where is Terra Sul Corp registered?</p> <p>3 A <b>The State of New Jersey.</b></p> <p>4 MR. CLARK: I'd like to</p> <p>5 introduce Exhibit Number 18.</p> <p>6 (Whereupon, a one-page</p> <p>7 document was marked as Plaintiff's</p> <p>8 Exhibit Number 18 for identification</p> <p>9 as of this date.)</p> <p>10 Q Have you seen this document before?</p> <p>11 A <b>Yes.</b></p> <p>12 Q What is this document?</p> <p>13 A <b>When Terra Sul was filed.</b></p> <p>14 Q What is this document?</p> <p>15 A <b>It's the registration for</b></p> <p>16 <b>Terra Sul Corp.</b></p> <p>17 Q And when was this registration</p> <p>18 filed?</p> <p>19 A <b>January 19, 1999.</b></p> <p>20 Q Now is this page identified as</p> <p>21 TS1251, is that an accurate reflection of the</p> <p>22 Certificate of Incorporation for Terra Sul Corp?</p> <p>23 A <b>Yes.</b></p> <p>24 MS. DUBOWY: Do you want to</p> <p>25 offer these separately since they</p>

<p style="text-align: right;">53</p> <p>1 F. SALEH</p> <p>2 are three different documents, do</p> <p>3 you mind doing that?</p> <p>4 MR. CLARK: We can do that.</p> <p>5 (Whereupon, an off-the-record</p> <p>6 discussion was held.)</p> <p>7 Q This document, Exhibit 18 which</p> <p>8 is identified as TS1251, is that an accurate</p> <p>9 reflection of the Certificate of Incorporation</p> <p>10 for Terra Sul Corp?</p> <p>11 A Yes.</p> <p>12 Q Who is the registered agent</p> <p>13 for Terra Sul Corp on this certificate?</p> <p>14 A Farid Saleh.</p> <p>15 MR. CLARK: I'm going to</p> <p>16 introduce Exhibit Number 19.</p> <p>17 (Whereupon, a two-page</p> <p>18 document was marked as Plaintiff's</p> <p>19 Exhibit Number 19 for identification</p> <p>20 as of this date.)</p> <p>21 Q Farid, in 2007 did you ever</p> <p>22 file any additional documents with the State</p> <p>23 of New Jersey regarding Terra Sul Corp?</p> <p>24 A Yes.</p> <p>25 Q What were these documents that</p>	<p style="text-align: right;">55</p> <p>1 F. SALEH</p> <p>2 actually filed it so he might be</p> <p>3 having a problem with the date</p> <p>4 because of that.</p> <p>5 Q In 2007, who was president of</p> <p>6 Terra Sul Corp?</p> <p>7 A Farid Saleh.</p> <p>8 Q And as president of Terra Sul</p> <p>9 Corp in '97, did you, personally file any</p> <p>10 documents with the State of New Jersey on</p> <p>11 behalf of Terra Sul?</p> <p>12 A Yes.</p> <p>13 Q What would these documents be?</p> <p>14 A It was Alternative Name</p> <p>15 Registration.</p> <p>16 Q When did you file this Alternative</p> <p>17 Name Registration with the State of New Jersey?</p> <p>18 A February 18, 2007.</p> <p>19 Q In February of 2007, why did you</p> <p>20 file a Registration of Alternative Name with the</p> <p>21 State of New Jersey?</p> <p>22 A Well, we received a letter in</p> <p>23 January. We received a letter from the lawyers</p> <p>24 representing this other company. They wanted</p> <p>25 me to close my business, remove the name and</p>
<p style="text-align: right;">54</p> <p>1 F. SALEH</p> <p>2 you filed with the State of New Jersey?</p> <p>3 A It was Registration Alternative.</p> <p>4 Q Is there an alternative name for</p> <p>5 Terra Sul Corp?</p> <p>6 A Yes.</p> <p>7 Q What would that alternative name be?</p> <p>8 A Churrascaria Boi Na Brasa.</p> <p>9 Q Did you file a Registration of</p> <p>10 Alternate Name with the State of New Jersey?</p> <p>11 A Yes.</p> <p>12 Q When did you file a Registration of</p> <p>13 Alternate Name with the State of New Jersey for</p> <p>14 the Terra Sul Corp?</p> <p>15 A January 18, 2007.</p> <p>16 Q Can you please repeat that date.</p> <p>17 A Why don't you repeat the</p> <p>18 question then, please.</p> <p>19 Q Sure.</p> <p>20 What day did you, as president of</p> <p>21 Terra Sul Corp, file a Registration of Alternative</p> <p>22 Name with the State of New Jersey?</p> <p>23 MS. DUBOWY: Objection,</p> <p>24 assuming facts not in evidence.</p> <p>25 We don't know he was the one who</p>	<p style="text-align: right;">56</p> <p>1 F. SALEH</p> <p>2 my web site. And I was afraid so I came here</p> <p>3 to Fausto, to my attorney, and I started to</p> <p>4 do things, to gather evidence to see what was</p> <p>5 going on. I wanted to show that my company</p> <p>6 was registered, that everything was correct</p> <p>7 because my restaurant is very important to me</p> <p>8 and for my family.</p> <p>9 Q What restaurants does Terra Sul Corp</p> <p>10 presently own?</p> <p>11 A Churrascaria Boi Na Brasa.</p> <p>12 Q Where is that restaurant located?</p> <p>13 A 70 Adams Street, stores number 3</p> <p>14 and 4 in Newark, New Jersey.</p> <p>15 MR. CLARK: I'll introduce</p> <p>16 Exhibit Number 20.</p> <p>17 (Whereupon, a one-page</p> <p>18 document was marked as Plaintiff's</p> <p>19 Exhibit Number 20 for identification</p> <p>20 as of this date.)</p> <p>21 Q Farid, does Terra Sul Corp</p> <p>22 collect taxes in New Jersey?</p> <p>23 A Yes.</p> <p>24 Q Is there any document that</p> <p>25 authorizes Terra Sul Corp to collect taxes</p>

<p style="text-align: right;">57</p> <p>1 F. SALEH</p> <p>2 in the State of New Jersey?</p> <p>3 A To collect or to pay?</p> <p>4 Q To collect.</p> <p>5 A I don't understand the question.</p> <p>6 Q Has the State of New Jersey</p> <p>7 certified Terra Sul Corp with authority to</p> <p>8 collect taxes on behalf of the State of</p> <p>9 New Jersey?</p> <p>10 A Yes.</p> <p>11 Q I have placed before you Exhibit</p> <p>12 Number 20. Have you seen this document before?</p> <p>13 A Yes.</p> <p>14 Q What is this document?</p> <p>15 A State of New Jersey Tax</p> <p>16 Authorization.</p> <p>17 Q Is this document an accurate</p> <p>18 reflection of the Certificate of Authority for</p> <p>19 Terra Sul Corp to collect Sales and Use Tax in</p> <p>20 New Jersey?</p> <p>21 A Yes.</p> <p>22 Q When did Terra Sul Corp acquire</p> <p>23 authority to collect taxes in the State of</p> <p>24 New Jersey?</p> <p>25 A April 1, 1999.</p>	<p style="text-align: right;">59</p> <p>1 F. SALEH</p> <p>2 Q Do you have any personal connection</p> <p>3 to this Boi Na Braza restaurant, Boi Na Braza with</p> <p>4 a Z?</p> <p>5 A No.</p> <p>6 Q Does Terra Sul Corp have any</p> <p>7 connection to this Braza restaurant, Braza</p> <p>8 with a Z?</p> <p>9 A No.</p> <p>10 Q Do you, personally, have any</p> <p>11 business associations with this Boi Na Braza</p> <p>12 restaurant, Braza with a Z?</p> <p>13 A No.</p> <p>14 Q Do you own or operate any</p> <p>15 restaurants in Texas?</p> <p>16 A No.</p> <p>17 Q Do you own or operate any</p> <p>18 restaurants in Ohio?</p> <p>19 A No.</p> <p>20 Q Do you own or operate any</p> <p>21 restaurants in Georgia?</p> <p>22 A No.</p> <p>23 Q How did you first learn about</p> <p>24 this Boi Na Braza restaurant, Braza with a Z?</p> <p>25 A It was when we received the letter.</p>
<p style="text-align: right;">58</p> <p>1 F. SALEH</p> <p>2 Q Does Churrascaria Boi Na Brasa</p> <p>3 have a web site?</p> <p>4 A Yes.</p> <p>5 Q What is the domain name for this web</p> <p>6 site?</p> <p>7 A Www.boinabrasa.com.</p> <p>8 Q Who owns this domain name?</p> <p>9 A I do, Farid Saleh.</p> <p>10 Q How long have you owned this</p> <p>11 domain name?</p> <p>12 A I'm not really sure. Since 2000 or</p> <p>13 2001 when they started with the whole internet</p> <p>14 thing up until this day.</p> <p>15 Q Do you advertise for</p> <p>16 Churrascaria Boi Na Brasa on this web site?</p> <p>17 A Yes.</p> <p>18 Q Who is Boi Na Braza, Braza with a Z?</p> <p>19 A I found out about this other Boi Na</p> <p>20 Brasa that there was a similar one when I got this</p> <p>21 letter in January of 2007.</p> <p>22 Q When is the first time you heard of</p> <p>23 a restaurant called Boi Na Braza, Braza with a Z?</p> <p>24 A When I received the letter from</p> <p>25 their attorneys.</p>	<p style="text-align: right;">60</p> <p>1 F. SALEH</p> <p>2 This letter was from some lawyers. I think they</p> <p>3 were from Texas. And as I said before, they</p> <p>4 wanted us to close our business because they</p> <p>5 have rights.</p> <p>6 Q When did you receive this</p> <p>7 letter from these Texas lawyers?</p> <p>8 A It was in the beginning of</p> <p>9 January 2007.</p> <p>10 MR. CLARK: I would like to</p> <p>11 introduce Exhibit Number 21.</p> <p>12 (Whereupon, a four-page</p> <p>13 document was marked as Plaintiff's</p> <p>14 Exhibit Number 21 for identification</p> <p>15 as of this date.)</p> <p>16 A That's a letter.</p> <p>17 Q Farid, have you seen this</p> <p>18 document before?</p> <p>19 A Yes, I have.</p> <p>20 Q What is this document?</p> <p>21 A That's a letter they sent us.</p> <p>22 That's where they said that they wanted us --</p> <p>23 that's why I spoke with my lawyer about this.</p> <p>24 Q What is the date on this document?</p> <p>25 A January 11th, 2007.</p>



<p style="text-align: right;">61</p> <p>1 <b>F. SALEH</b></p> <p>2 Q To the best of your recollection,</p> <p>3 is this letter a full and complete copy of the</p> <p>4 letter you received from Thompson &amp; Knight on</p> <p>5 January 11th, 2007?</p> <p>6 A Yes.</p> <p>7 Q What was your reaction when</p> <p>8 you received this letter?</p> <p>9 A I was surprised with it, afraid.</p> <p>10 That's why I contacted a lawyer that time, for</p> <p>11 some guidance.</p> <p>12 Q How did you feel when you</p> <p>13 received this letter?</p> <p>14 A That someone wanted to take</p> <p>15 away my whole life's work here.</p> <p>16 Q Could you please read for the</p> <p>17 record the second sentence of the first</p> <p>18 paragraph of this letter.</p> <p>19 MS. DUBOWY: Is he</p> <p>20 going to read in English?</p> <p>21 MR. CLARK: He can read it</p> <p>22 back to her and she can translate it.</p> <p>23 MS. DUBOWY: Oh.</p> <p>24 A Where shall I read?</p> <p>25 MR. CLARK: Off the record.</p>	<p style="text-align: right;">63</p> <p>1 <b>F. SALEH</b></p> <p>2 A Would you repeat again, please.</p> <p>3 Q Yes or no?</p> <p>4 A Repeat the sentence.</p> <p>5 MS. DUBOWY: I believe he</p> <p>6 wants you to repeat the sentence</p> <p>7 so he can follow.</p> <p>8 Q On July 19, 1999, was Churrascaria</p> <p>9 Boi Na Brasa open for business?</p> <p>10 A Yes, it was.</p> <p>11 Q Was your restaurant Churrascaria</p> <p>12 Boi Na Brasa open for business before July 19,</p> <p>13 1999?</p> <p>14 A Yes, we started in 1996.</p> <p>15 Q Did you advertise through your</p> <p>16 restaurant Churrascaria Boi Na Brasa before</p> <p>17 July 19, 1999?</p> <p>18 A Yes.</p> <p>19 Q After you received this letter,</p> <p>20 what did you do?</p> <p>21 A I brought it to my attorney here</p> <p>22 and he referred me to Eamon, and we're here to</p> <p>23 this day to try and find a solution to this</p> <p>24 problem.</p> <p>25 Q Did you take any legal action</p>
<p style="text-align: right;">62</p> <p>1 <b>F. SALEH</b></p> <p>2 (Whereupon, an off-the-record</p> <p>3 discussion was held.)</p> <p>4 A You talking about the first</p> <p>5 paragraph?</p> <p>6 Q First paragraph second sentence.</p> <p>7 Would it be a correct recitation</p> <p>8 of this document to state that in the second</p> <p>9 sentence:</p> <p>10 "The Boi Na Brasa mark has been in</p> <p>11 use at least since July 19, 1999 and the Boi Na</p> <p>12 Brasa and design mark has been in use at least</p> <p>13 since July 7th, 2000."</p> <p>14 Is that a correct recitation of</p> <p>15 that sentence?</p> <p>16 A But I didn't know anything about</p> <p>17 them. I only found out that they existed on</p> <p>18 January 11th, '07.</p> <p>19 Q Is that a correct recitation of that</p> <p>20 sentence?</p> <p>21 A In my opinion, for me Boi Na Brasa</p> <p>22 is with an S.</p> <p>23 Q I understand.</p> <p>24 Yes or no, is that a</p> <p>25 correct recitation of that sentence?</p>	<p style="text-align: right;">64</p> <p>1 <b>F. SALEH</b></p> <p>2 against the people that drafted this letter?</p> <p>3 A The only thing we're doing here</p> <p>4 with the attorneys. I don't know who the owner</p> <p>5 of the restaurant is. I don't know anything</p> <p>6 about that.</p> <p>7 MS. DUBOWY: Can I have a</p> <p>8 short recess, like ten minutes.</p> <p>9 (Whereupon, a brief recess</p> <p>10 was taken.)</p> <p>11 Q Farid, after you received this</p> <p>12 letter in January of 2007, did you take any</p> <p>13 legal action?</p> <p>14 A As I told you, I contacted the</p> <p>15 attorneys and that's what we are here doing.</p> <p>16 Q Are you referring to the</p> <p>17 cancellation proceeding?</p> <p>18 MS. DUBOWY: Objection, leading.</p> <p>19 Q What is it that we're doing here</p> <p>20 today?</p> <p>21 A We're requesting cancellation</p> <p>22 for their brand name because we were working</p> <p>23 before them. We were around before them.</p> <p>24 Q When did you seek to cancel</p> <p>25 their brand name, as you say?</p>

<p style="text-align: right;">65</p> <p>1 F. SALEH</p> <p>2 A After I got this news, I contacted</p> <p>3 the lawyers and then we started immediately</p> <p>4 after receiving the letter, on the first week</p> <p>5 we started.</p> <p>6 Q Farid, to the best of your</p> <p>7 knowledge, has Boi Na Braza, Braza with a Z,</p> <p>8 ever opened a restaurant in New Jersey?</p> <p>9 A No.</p> <p>10 Q To the best of your knowledge,</p> <p>11 has Boi Na Braza, Braza with a Z, ever opened</p> <p>12 a restaurant in New York?</p> <p>13 A No.</p> <p>14 Q Are you aware of any advertisements</p> <p>15 by Boi Na Braza, Braza with a Z, in New Jersey?</p> <p>16 A No.</p> <p>17 Q Are you aware of any advertisements</p> <p>18 by Boi Na Braza, Braza with a Z, in New York?</p> <p>19 A No.</p> <p>20 Q To the best of your knowledge,</p> <p>21 who was the first to use the term Boi Na Braza</p> <p>22 anywhere in the United States?</p> <p>23 MS. DUBOWY: Objection, ambiguous.</p> <p>24 Q To the best of your knowledge, who</p> <p>25 is the first to use the term Boi Na Braza, Braza</p>	<p style="text-align: right;">67</p> <p>1 F. SALEH</p> <p>2 Corp or Gullas Corp use the term Brasa with a Z</p> <p>3 or an S, to identify a restaurant located in</p> <p>4 New Jersey?</p> <p>5 A No.</p> <p>6 Q What does the term Boi Na Braza</p> <p>7 mean in English, Braza with an S?</p> <p>8 A Ember.</p> <p>9 Q What does the term Boi Na Braza</p> <p>10 mean in English, Braza with a Z?</p> <p>11 A The correct way to write Brasa</p> <p>12 is with an S because S sounds like Z when it's</p> <p>13 between two vowels. So Brasa with an S is what</p> <p>14 ember is and Braza with a Z which is used here</p> <p>15 with a Z, is a slang such as I came from Braza.</p> <p>16 I came from Brazil; these slippers come from</p> <p>17 Braza. A lot of things they use the term Braza</p> <p>18 for; where are you from, I'm from Braza.</p> <p>19 Q Has any customer of yours ever</p> <p>20 asked you about a Boi Na Braza restaurant in</p> <p>21 Texas?</p> <p>22 A No.</p> <p>23 Q Has any customer of yours ever</p> <p>24 asked you about a Boi Na Braza restaurant in Ohio?</p> <p>25 A No.</p>
<p style="text-align: right;">66</p> <p>1 F. SALEH</p> <p>2 with a Z or an S, anywhere in the United States?</p> <p>3 A Me, Farid.</p> <p>4 Q Does anyone other than Terra Sul</p> <p>5 currently use the term Boi Na Braza, Braza with</p> <p>6 an S or with a Z, to identify a restaurant located</p> <p>7 in New Jersey?</p> <p>8 A Would you repeat the question,</p> <p>9 please.</p> <p>10 Q Sure.</p> <p>11 Does anyone other than Terra Sul</p> <p>12 currently use the term Boi Na Braza with a Z or</p> <p>13 with an S, to identify a restaurant located in</p> <p>14 New Jersey?</p> <p>15 A Yes.</p> <p>16 Q Who else uses the term Boi Na Braza?</p> <p>17 A Gullas Corp uses it who owns Boi Na</p> <p>18 Braza Bar and Grill, and I'm also the president</p> <p>19 for that restaurant.</p> <p>20 MS. DUBOWY: Did he say</p> <p>21 restaurant or corporation?</p> <p>22 A It's a corporation.</p> <p>23 INTERPRETER: It's the</p> <p>24 interpreter's mistake.</p> <p>25 Q Does anyone other than Terra Sul</p>	<p style="text-align: right;">68</p> <p>1 F. SALEH</p> <p>2 Q Has any customer of yours ever asked</p> <p>3 you about a Boi Na Braza restaurant in Georgia?</p> <p>4 A No.</p> <p>5 Q Now you've testified earlier today,</p> <p>6 Churrascaria Boi Na Braza has catered to New York,</p> <p>7 is that correct?</p> <p>8 A Yes.</p> <p>9 Q Have you ever considered opening</p> <p>10 up a Boi Na Braza restaurant in New York?</p> <p>11 A Yes, I have.</p> <p>12 Q Does Churrascaria Boi Na Braza</p> <p>13 have customers that reside in New York?</p> <p>14 A Uh-hmm, for sure.</p> <p>15 Q Has any New York publication ever</p> <p>16 written a review of Churrascaria Boi Na Braza?</p> <p>17 A Yes.</p> <p>18 MR. CLARK: I'd like to</p> <p>19 introduce Exhibit Number 22.</p> <p>20 MS. DUBOWY: Was this produced?</p> <p>21 MR. CLARK: That was given</p> <p>22 to your counsel the day that they</p> <p>23 sent the letter.</p> <p>24 MS. DUBOWY: But it</p> <p>25 was not produced.</p>

<p style="text-align: right;">69</p> <p>1 F. SALEH</p> <p>2 MR. CLARK: It's been produced,</p> <p>3 it just didn't have a Bates number on it.</p> <p>4 It was produced even before discovery</p> <p>5 started. They have an e-mail from</p> <p>6 January 2007 attached to that.</p> <p>7 MS. DUBOWY: All right.</p> <p>8 (Whereupon, a seven-page</p> <p>9 document was marked as Plaintiff's</p> <p>10 Exhibit Number 22 for identification</p> <p>11 as of this date.)</p> <p>12 Q Farid, have you seen this</p> <p>13 document before?</p> <p>14 A Yes, I have.</p> <p>15 Q What is the Village Voice?</p> <p>16 A It's a small newspaper published</p> <p>17 in New York. It's also for the community.</p> <p>18 Q What is this document?</p> <p>19 A It's information material for</p> <p>20 the community and everything, food, you know.</p> <p>21 As you can see, there's web sites,</p> <p>22 everything here.</p> <p>23 Q Does Churrascaria Boi Na Brasa</p> <p>24 have a marketing presence in New York?</p> <p>25 MS. DUBOWY: Objection, ambiguous.</p>	<p style="text-align: right;">71</p> <p>1 F. SALEH</p> <p>2 Q What kind of documents were these;</p> <p>3 were these the corporate documents that you have?</p> <p>4 A Yes.</p> <p>5 Q Did you give to your attorneys</p> <p>6 all the documents that you reviewed?</p> <p>7 A All I did was ask their opinion.</p> <p>8 Q The documents that you reviewed in</p> <p>9 order to prepare for our meeting today, did you</p> <p>10 give them to your attorney for them to review</p> <p>11 and comply with their obligations to produce</p> <p>12 documents?</p> <p>13 INTERPRETER: Could you repeat that.</p> <p>14 (Whereupon, the requested</p> <p>15 portion of the record was read back</p> <p>16 by the reporter, as above recorded.)</p> <p>17 A I don't understand your question.</p> <p>18 I don't understand this question.</p> <p>19 Q My question is:</p> <p>20 Did you give all the documents</p> <p>21 you reviewed in connection with this proceeding</p> <p>22 to your attorneys?</p> <p>23 A All documents connected to</p> <p>24 these proceedings here, I provided to them.</p> <p>25 Q And there is nothing else, right?</p>
<p style="text-align: right;">70</p> <p>1 F. SALEH</p> <p>2 Q Does Churrascaria Boi Na Brasa</p> <p>3 advertise in New York?</p> <p>4 A Yes.</p> <p>5 Q Does Churrascaria Boi Na Brasa</p> <p>6 advertise in Connecticut?</p> <p>7 A Yes.</p> <p>8 MR. CLARK: I have no</p> <p>9 further questions.</p> <p>10 (Whereupon, at 1:00 p.m. a</p> <p>11 brief recess was taken and at 1:53 p.m.</p> <p>12 the deposition recommenced.)</p> <p>13 CROSS EXAMINATION</p> <p>14 BY MS. DUBOWY:</p> <p>15 Q Good afternoon, Mr. Farid Saleh.</p> <p>16 May I say Farid or Saleh?</p> <p>17 A Farid.</p> <p>18 Q Farid, did you review any</p> <p>19 documents from the time we finished here</p> <p>20 today at 1 o'clock to now?</p> <p>21 A No.</p> <p>22 Q Did you review any documents</p> <p>23 from our last meeting in March to now, in</p> <p>24 connection to this proceeding?</p> <p>25 A Yes.</p>	<p style="text-align: right;">72</p> <p>1 F. SALEH</p> <p>2 A For now, no.</p> <p>3 Q Okay. You testified earlier</p> <p>4 today that you created with a friend, Paulo,</p> <p>5 Churrascaria Brasa Corp, right; Boi Na Brasa Corp,</p> <p>6 correct?</p> <p>7 A Correct.</p> <p>8 Q You did, right?</p> <p>9 A Yes.</p> <p>10 Q And that was in '96?</p> <p>11 A We started to think about</p> <p>12 the Churrascaria since '95, I started.</p> <p>13 Q And then you eventually formed</p> <p>14 Churrascaria Boi Na Brasa Corp in '96, correct?</p> <p>15 A In '96, correct.</p> <p>16 Q And the document that was marked</p> <p>17 as Exhibit Number 1, that's the document that</p> <p>18 shows the creation of the corporation, right?</p> <p>19 MR. CLARK: Objection, form.</p> <p>20 MS. DUBOWY: What's your basis?</p> <p>21 MR. CLARK: It doesn't show the</p> <p>22 creation. The document only indicates</p> <p>23 that it has been incorporated.</p> <p>24 Q And registered the corporation</p> <p>25 in '96, correct?</p>

<p style="text-align: right;">73</p> <p>1 F. SALEH</p> <p>2 A <b>Correct.</b></p> <p>3 Q And this document reflects</p> <p>4 registration of the corporation?</p> <p>5 A <b>Correct.</b></p> <p>6 Q And the corporation we're talking</p> <p>7 here is Churrascaria Boi Na Brasa Corp?</p> <p>8 A <b>Correct.</b></p> <p>9 Q And then later on we have Exhibit</p> <p>10 Number 2. And isn't it correct, that according</p> <p>11 to your testimony earlier today, you need this</p> <p>12 document to collect sales tax?</p> <p>13 MR. CLARK: Objection,</p> <p>14 mischaracterizes his testimony.</p> <p>15 MS. DUBOWY: In what way?</p> <p>16 MR. CLARK: This document</p> <p>17 alone doesn't give authority as a</p> <p>18 reflection of that.</p> <p>19 Q And this document here reflects</p> <p>20 your ability or rather Churrascaria Brasa</p> <p>21 Corporation ability to collect sales tax?</p> <p>22 A <b>Correct.</b></p> <p>23 Q And there is a tax registration</p> <p>24 number that the State of New Jersey gives to</p> <p>25 Churrascaria Boi Na Brasa Corporation in order</p>	<p style="text-align: right;">75</p> <p>1 F. SALEH</p> <p>2 is April 15th so he started his</p> <p>3 business then.</p> <p>4 MS. DUBOWY: The date</p> <p>5 issued is June 4, 1996.</p> <p>6 MR. CLARK: This document</p> <p>7 was issued June 4, 1996. The authority</p> <p>8 was issued possibly before then.</p> <p>9 MS. DUBOWY: Please allow me</p> <p>10 to conduct my cross-examination and</p> <p>11 I will ask you to let me do it.</p> <p>12 MR. CLARK: I understand.</p> <p>13 I object to you reading things</p> <p>14 into the document that have not</p> <p>15 been testified to previously.</p> <p>16 Q When you first start Churrascaria</p> <p>17 Boi Na Brasa Corp, you needed to obtain a bunch</p> <p>18 of licenses in order to start your business,</p> <p>19 right?</p> <p>20 A <b>Yes.</b></p> <p>21 Q You needed to obtain a license</p> <p>22 to serve food, correct?</p> <p>23 A <b>Yes.</b></p> <p>24 Q And you needed to obtain a license</p> <p>25 in order to employ people?</p>
<p style="text-align: right;">74</p> <p>1 F. SALEH</p> <p>2 to be able to collect sales tax, correct?</p> <p>3 A <b>Correct.</b></p> <p>4 Q Can you read for us the</p> <p>5 tax registration number?</p> <p>6 A <b>2-2-3-4-3-5-7-0-5.</b></p> <p>7 Q And it says later on just below</p> <p>8 it tax effective date, right?</p> <p>9 A <b>Yes.</b></p> <p>10 Q And what is that date?</p> <p>11 A <b>April 15, 1996.</b></p> <p>12 Q And then the last row in the</p> <p>13 last column of the document it says date issued,</p> <p>14 isn't it?</p> <p>15 A <b>Yes.</b></p> <p>16 Q And what is the date that shows</p> <p>17 in the document?</p> <p>18 A <b>6-4-96.</b></p> <p>19 Q So it's fair to say that you</p> <p>20 incorporated the company in March and by June,</p> <p>21 you had your sales tax so that you could start</p> <p>22 the business, right?</p> <p>23 MR. CLARK: Objection, form.</p> <p>24 MS. DUBOWY: Why, what's your basis?</p> <p>25 MR. CLARK: Effective date</p>	<p style="text-align: right;">76</p> <p>1 F. SALEH</p> <p>2 A <b>I don't know.</b></p> <p>3 Q Do you recall requesting a license</p> <p>4 to get Workers' Compensation for your employees if</p> <p>5 they got sick?</p> <p>6 A <b>I actually don't remember because</b></p> <p>7 <b>when we started the restaurant, it was just</b></p> <p>8 <b>myself, my wife, Paulo, his wife, and my wife's</b></p> <p>9 <b>sister. It was just the family.</b></p> <p>10 Q Did you ask for tax ID number?</p> <p>11 A <b>We have a tax ID number.</b></p> <p>12 Q When you were doing your business</p> <p>13 under Churrascaria Boi Na Brasa Corporation, did</p> <p>14 you have a tax ID number?</p> <p>15 A <b>For sure.</b></p> <p>16 Q And you also needed an authority</p> <p>17 to collect sales tax, right?</p> <p>18 A <b>Yes.</b></p> <p>19 Q Do you recall having applied for</p> <p>20 such a license?</p> <p>21 A <b>Don't remember.</b></p> <p>22 Q And you were also shown today</p> <p>23 Exhibit 18?</p> <p>24 A <b>Let me see here, I don't know</b></p> <p>25 <b>which one is document 18.</b></p>

<p style="text-align: right;">77</p> <p>1 <b>F. SALEH</b></p> <p>2 Q Can you explain what this</p> <p>3 document is?</p> <p>4 <b>A It's the Certificate of</b></p> <p>5 <b>Incorporation.</b></p> <p>6 Q And what does this document do?</p> <p>7 <b>A This document is for you to register</b></p> <p>8 <b>a corporation.</b></p> <p>9 Q Did you register a corporation?</p> <p>10 <b>A Yes.</b></p> <p>11 Q What corporation is that in</p> <p>12 this document?</p> <p>13 <b>A Terra Sul Corp.</b></p> <p>14 Q And when did you register</p> <p>15 this corporation?</p> <p>16 <b>A January 19, 1999.</b></p> <p>17 Q Did you dissolve the first</p> <p>18 corporation before you started the second</p> <p>19 corporation -- let me rephrase it.</p> <p>20 Did you dissolve Churrascaria</p> <p>21 Boi Na Brasa Corp before you incorporated</p> <p>22 Terra Sul Corporation?</p> <p>23 <b>A I don't know. I don't know; no.</b></p> <p>24 Q You didn't or you don't know?</p> <p>25 <b>A I did not dissolve one company</b></p>	<p style="text-align: right;">79</p> <p>1 <b>F. SALEH</b></p> <p>2 Corporation. Now my question to you is:</p> <p>3 After you registered Terra Sul Corp,</p> <p>4 did you dissolve Churrascaria Boi Na Brasa Corp?</p> <p>5 <b>A I don't remember. I think it was</b></p> <p>6 <b>dissolved at some point because we continued</b></p> <p>7 <b>paying with Terra Sul but I can't give you exact</b></p> <p>8 <b>dates because I don't know if I'm going to be</b></p> <p>9 <b>saying anything. I'm going to be guessing.</b></p> <p>10 Q Was there any point where you</p> <p>11 were paying income tax for both companies?</p> <p>12 <b>A I could only give you an</b></p> <p>13 <b>answer if I ask my accountant.</b></p> <p>14 Q We would like to know the answer,</p> <p>15 if possible.</p> <p>16 <b>A Okay, I'll ask him.</b></p> <p>17 Q Do you have in your restaurant</p> <p>18 a sign that displays the Certificate of Authority</p> <p>19 of your company, of your restaurant, to collect</p> <p>20 tax?</p> <p>21 <b>A Yes.</b></p> <p>22 Q And before you received this</p> <p>23 Certificate of Authority, you can't collect tax</p> <p>24 on behalf of the State of New Jersey, isn't it?</p> <p>25 <b>MR. CLARK: Objection, calls</b></p>
<p style="text-align: right;">78</p> <p>1 <b>F. SALEH</b></p> <p>2 <b>before opening the other, no. To be sure a</b></p> <p>3 <b>hundred percent, I would have to contact my</b></p> <p>4 <b>accountant.</b></p> <p>5 Q Did you dissolve Churrascaria Boi Na</p> <p>6 Brasa Corp any time between 25th of March 1996 to</p> <p>7 today?</p> <p>8 <b>A No, only after Terra Sul.</b></p> <p>9 <b>We did it after Terra Sul.</b></p> <p>10 Q But you are not sure?</p> <p>11 <b>WITNESS: I'm sure.</b></p> <p>12 Q You're sure?</p> <p>13 <b>A Of what?</b></p> <p>14 Q Have you dissolved Churrascaria</p> <p>15 Boi Na Brasa Corp any time between March 25th,</p> <p>16 1996 to now?</p> <p>17 <b>A I would like to know the reason</b></p> <p>18 <b>for this question. When one was dissolved, the</b></p> <p>19 <b>other one started to pay the taxes and everything.</b></p> <p>20 <b>MS. DUBOWY: So you're saying --</b></p> <p>21 <b>you still haven't responded to my question.</b></p> <p>22 <b>Let's try to break it up.</b></p> <p>23 Q You told me earlier that you</p> <p>24 didn't dissolve Churrascaria Boi Na Brasa Corp</p> <p>25 up to the point you incorporated Terra Sul</p>	<p style="text-align: right;">80</p> <p>1 <b>F. SALEH</b></p> <p>2 for a legal conclusion.</p> <p>3 <b>MS. DUBOWY: He may know.</b></p> <p>4 <b>He is a business owner. He has</b></p> <p>5 <b>been in the business for ten years.</b></p> <p>6 <b>He knows what he has to do in order</b></p> <p>7 <b>to have a restaurant.</b></p> <p>8 <b>MR. CLARK: You're assuming</b></p> <p>9 <b>he knows the law fully because he is</b></p> <p>10 <b>a business owner.</b></p> <p>11 <b>MS. DUBOWY: You can answer</b></p> <p>12 <b>if you know the question.</b></p> <p>13 <b>A I did not understand the question.</b></p> <p>14 Q Do you need the Certificate of</p> <p>15 Authority in order to do your business?</p> <p>16 <b>A Yes, I do.</b></p> <p>17 Q Why you need the Certificate of</p> <p>18 Authority?</p> <p>19 <b>A To collect taxes.</b></p> <p>20 Q So without the Certificate of</p> <p>21 Authority, you cannot sell food in your</p> <p>22 restaurant?</p> <p>23 <b>A Where does it say?</b></p> <p>24 Q You just told me that in order</p> <p>25 to do your business you need the Certificate of</p>

<p style="text-align: right;">81</p> <p>1 F. SALEH</p> <p>2 Authority, and then I asked you why is that and</p> <p>3 you responded.</p> <p>4 A I answered yes.</p> <p>5 Q Why?</p> <p>6 A But and then I asked her the</p> <p>7 question where is it written that I can't.</p> <p>8 MS. DUBOWY: You can ask me</p> <p>9 all the questions after we finish here.</p> <p>10 For now, I have priority of asking the</p> <p>11 questions, okay.</p> <p>12 A Okay.</p> <p>13 Q Why do you think you need the</p> <p>14 Certificate of Authority in order to do your</p> <p>15 business which is the business of restaurant?</p> <p>16 A It's ordered by the state that</p> <p>17 you have to pay taxes over what you sell, a</p> <p>18 product you sell.</p> <p>19 Q So it's not sufficient just to get</p> <p>20 the registration of the company. You also need</p> <p>21 to comply with additional bureaucratic hoops, one</p> <p>22 being of getting Certificate of Authority, isn't</p> <p>23 it?</p> <p>24 MR. CLARK: Objection, form.</p> <p>25 MS. DUBOWY: Why?</p>	<p style="text-align: right;">83</p> <p>1 F. SALEH</p> <p>2 Q Do you remember when was it filed?</p> <p>3 A January 19, 1999.</p> <p>4 Q And then we have Exhibit 20 which</p> <p>5 is the Certificate of Authority for Terra Sul</p> <p>6 Corp. Can you read for us tax registration number</p> <p>7 on that Certificate of Authority?</p> <p>8 A 2-2-3-6-3-8-6-5-2.</p> <p>9 Q Can you read the effective date?</p> <p>10 A 4-1-99.</p> <p>11 Q Can you also read to us when was the</p> <p>12 Certificate of Authority issued to your company?</p> <p>13 A 8-27-02.</p> <p>14 Q This was the first Certificate of</p> <p>15 Authority that Terra Sul Corporation received?</p> <p>16 A I think so.</p> <p>17 Q So between '99 or rather, between</p> <p>18 January 19, 1999 which is when you incorporated</p> <p>19 your company Terra Sul Corporation and August 27,</p> <p>20 2002, Terra Sul Corporation did not have a</p> <p>21 Certificate of Authority, isn't it?</p> <p>22 MR. CLARK: Objection, form.</p> <p>23 MS. DUBOWY: This question is fine.</p> <p>24 Don't object to form if you don't have</p> <p>25 basis please.</p>
<p style="text-align: right;">82</p> <p>1 F. SALEH</p> <p>2 MR. CLARK: What's required,</p> <p>3 to do what?</p> <p>4 MS. DUBOWY: Business.</p> <p>5 MR. CLARK: What business?</p> <p>6 MS. DUBOWY: His business.</p> <p>7 MR. CLARK: Please ask him that.</p> <p>8 MS. DUBOWY: I think I</p> <p>9 asked the question.</p> <p>10 Q So in order to do your business of</p> <p>11 restaurant, Churrascaria Boi Na Brasa, it's not</p> <p>12 only sufficient to file this registration of the</p> <p>13 company. You also need additional permits such</p> <p>14 as the Certificate of Authority, correct?</p> <p>15 A You need various different</p> <p>16 papers in order to operate legally.</p> <p>17 Q This being one of them?</p> <p>18 A This is one of them.</p> <p>19 Q So let's go back to your Exhibit 18</p> <p>20 which is the document that shows the registration</p> <p>21 of Terra Sul Corp, isn't it?</p> <p>22 A Yes.</p> <p>23 Q So what is this document again?</p> <p>24 A Registration for the corporation,</p> <p>25 Terra Sul Corporation.</p>	<p style="text-align: right;">84</p> <p>1 F. SALEH</p> <p>2 You can respond.</p> <p>3 MR. CLARK: Objection, form;</p> <p>4 assumes facts not in evidence.</p> <p>5 MS. DUBOWY: We have established</p> <p>6 that the Certificate of Authority for</p> <p>7 Terra Sul Corporation was issued on</p> <p>8 August 27, 2002. The corporation was</p> <p>9 incorporated in January 19, 1999.</p> <p>10 Everything here is a conclusion that's</p> <p>11 already in the record.</p> <p>12 MR. CLARK: You have a paper</p> <p>13 that says it was issued on August 27, 2002.</p> <p>14 There might have been authority issued</p> <p>15 that was not part of this so you're</p> <p>16 assuming facts not in evidence.</p> <p>17 MS. DUBOWY: Let me ask the</p> <p>18 question. I'm asking the question</p> <p>19 to him. You are not the one being</p> <p>20 deposed. Please keep yourself with</p> <p>21 the legal questions.</p> <p>22 MR. CLARK: Please don't</p> <p>23 put words in my client's mouth.</p> <p>24 MS. DUBOWY: I ask you not to</p> <p>25 interrupt me if you're not really --</p>

<p style="text-align: right;">85</p> <p>1 F. SALEH</p> <p>2 MR. CLARK: -- I have a fair</p> <p>3 objection I want to get on the record.</p> <p>4 Q You testified here earlier</p> <p>5 today that this was the first time that</p> <p>6 Terra Sul Corporation received this</p> <p>7 Certificate of Authority.</p> <p>8 MR. CLARK: Objection,</p> <p>9 mischaracterizes previous testimony.</p> <p>10 MS. DUBOWY: Read back the question.</p> <p>11 (Whereupon, the requested</p> <p>12 portion of the record was read back</p> <p>13 by the reporter, as above recorded.)</p> <p>14 Q You said earlier today that you</p> <p>15 thought that Exhibit 20 was the first time the</p> <p>16 company was issued a Certificate of Authority,</p> <p>17 your company being Terra Sul Corporation.</p> <p>18 Are there any documents that, if</p> <p>19 I show to you, would refresh your recollection</p> <p>20 as to that was the first time you received</p> <p>21 Certificate of Authority for Terra Sul</p> <p>22 Corporation?</p> <p>23 A You can show it to me.</p> <p>24 Q You don't remember that Terra Sul</p> <p>25 Corporation was issued a Certificate of Authority</p>	<p style="text-align: right;">87</p> <p>1 F. SALEH</p> <p>2 signed on your own individual behalf?</p> <p>3 A When I bought the company</p> <p>4 Boi Na Brasa, when I did the business of buying</p> <p>5 it, this Promissory Note was the purchase that we</p> <p>6 made, the real estate purchase. So I owed</p> <p>7 \$13,000. So we made a deal, he and I, that</p> <p>8 I would pay monthly installments without</p> <p>9 any interest.</p> <p>10 Q Who did you have to pay?</p> <p>11 A To the owner of the restaurant</p> <p>12 that we were buying.</p> <p>13 Q You testified earlier today that</p> <p>14 you, Farid, used the term Boi Na Brasa in the</p> <p>15 United States before my client, isn't it?</p> <p>16 A Yes.</p> <p>17 Q You also said that Gullas</p> <p>18 Corporation and Terra Sul Corporation</p> <p>19 currently use the Boi Na Brasa mark?</p> <p>20 A Yes.</p> <p>21 Q Do you have any documents that</p> <p>22 shows that you gave permission for those two</p> <p>23 companies to use the mark, Boi Na Brasa mark?</p> <p>24 A The two companies are my company.</p> <p>25 Q You testified earlier today that --</p>
<p style="text-align: right;">86</p> <p>1 F. SALEH</p> <p>2 before August 27, 2002?</p> <p>3 A I don't remember. All I know</p> <p>4 is we paid taxes every month, every month.</p> <p>5 We never stopped paying them.</p> <p>6 MS. DUBOWY: If there are any</p> <p>7 documents that show that you received</p> <p>8 the Certificate of Authority for</p> <p>9 Terra Sul Corporation before August 27,</p> <p>10 2002, we would like to see them.</p> <p>11 Q Now I'm going to show you another</p> <p>12 document that you were shown today. I'm showing</p> <p>13 you Exhibit Number 3. I'm going to direct your</p> <p>14 attention to the second page of the exhibit.</p> <p>15 Can you tell us, this is a</p> <p>16 Promissory Note, right?</p> <p>17 A Yes.</p> <p>18 Q And it's dated March 22nd, 1996?</p> <p>19 A Yes.</p> <p>20 Q And it's for \$13,000?</p> <p>21 A Yes.</p> <p>22 Q And it's signed by you?</p> <p>23 A Yes.</p> <p>24 Q You signed this note on behalf</p> <p>25 of the company, on behalf of a company or you</p>	<p style="text-align: right;">88</p> <p>1 F. SALEH</p> <p>2 let's go back here actually.</p> <p>3 MS. DUBOWY: Read back the question.</p> <p>4 (Whereupon, an extensive portion</p> <p>5 of the record was read back by the</p> <p>6 reporter, as above recorded.)</p> <p>7 Q You testified earlier today that</p> <p>8 Boi Na Brasa catered an event for a relative of</p> <p>9 the owner of the Hotel Madrid in New York, yes?</p> <p>10 A Hotel Madrid is located in</p> <p>11 New Jersey, Wildwood.</p> <p>12 Q That was not my question.</p> <p>13 A The person I did the event for,</p> <p>14 she lives in New York. I only mentioned her</p> <p>15 because I met her. She's part of the family</p> <p>16 of the owner of the Hotel Madrid which was</p> <p>17 sold just recently.</p> <p>18 Q So you testified earlier today</p> <p>19 that a relative of Hotel Madrid had a catered</p> <p>20 event by you, by Boi Na Brasa in New York?</p> <p>21 A In New York, yes.</p> <p>22 Q I'm going to direct your attention</p> <p>23 to your deposition from March of this year.</p> <p>24 Do you need a transcript?</p> <p>25 MR. CLARK: I don't have a</p>

<p style="text-align: right;">89</p> <p>1 F. SALEH</p> <p>2 copy of it.</p> <p>3 Q When I asked then whether you had</p> <p>4 catered events in New York your answer was no, and</p> <p>5 I'm going to give you the opportunity to explain</p> <p>6 now why the answer is different. It's on page 34,</p> <p>7 line 5 of your deposition.</p> <p>8 Reading from his deposition</p> <p>9 in March 2008:</p> <p>10 "Q. What other activities</p> <p>11 have you done in New York, not</p> <p>12 necessarily advertising, have</p> <p>13 you done any kind of events in</p> <p>14 New York, what exactly have</p> <p>15 you done in New York, like</p> <p>16 catering?</p> <p>17 A. The large Brazilian</p> <p>18 party that they have on</p> <p>19 46th Street in New York.</p> <p>20 Q. What did you do there?</p> <p>21 A. Gave out flyers and</p> <p>22 T-shirts as well.</p> <p>23 Q. Since when have you</p> <p>24 been doing this?</p> <p>25 A. I only did this for</p>	<p style="text-align: right;">91</p> <p>1 F. SALEH</p> <p>2 It's a lot of people, almost one million people.</p> <p>3 That time when I said this, I went there to give</p> <p>4 out T-shirts and flyers as I said. When I said</p> <p>5 that I went to New York, I went to make money on</p> <p>6 this catering event, at this party at a house, at</p> <p>7 a house in New York. I went there because this</p> <p>8 person Linda, her name is Linda, who owned Madrid</p> <p>9 Hotel in Wildwood, I had been doing events for</p> <p>10 her for three years. She liked Brazil a lot.</p> <p>11 She had been to Brazil. So there was a party</p> <p>12 with Brazilians and Americans. It was a soccer</p> <p>13 game so later when she decided to sell the hotel</p> <p>14 and to retire the following year, I received a</p> <p>15 call from a member of that family to see if I can</p> <p>16 do catering at their house.</p> <p>17 Q Yeah, but my question was a little</p> <p>18 different. When I asked whether you had done</p> <p>19 events like catering in New York before, you</p> <p>20 didn't respond; you didn't say that you had done</p> <p>21 this event, why is that?</p> <p>22 A I might not have remembered</p> <p>23 this one.</p> <p>24 May I say something?</p> <p>25 MS. DUBOWY: Can you read</p>
<p style="text-align: right;">90</p> <p>1 F. SALEH</p> <p>2 two years.</p> <p>3 Q. Which years were these?</p> <p>4 A. We did it in 2005 or 6,</p> <p>5 I think 2005 and 2006.</p> <p>6 Q. And you haven't done</p> <p>7 it since then?</p> <p>8 A. No.</p> <p>9 Q. Why not?</p> <p>10 A. We just decided to stop it.</p> <p>11 It wasn't profitable, it was not</p> <p>12 the kind of people -- actually,</p> <p>13 because this always happens on</p> <p>14 a Sunday which is a busy day for</p> <p>15 us here, there is a lot of work</p> <p>16 here for us. So I stopped doing</p> <p>17 it and I decided instead to just</p> <p>18 take care of my restaurant here."</p> <p>19 He can go now and explain the</p> <p>20 contradictions between the two testimonies.</p> <p>21 A Okay. First of all, there's no</p> <p>22 contradiction. This 46th Street festival which</p> <p>23 is out, and it's going to be out again this year,</p> <p>24 this is an opportunity for everyone to see</p> <p>25 Brazilian bands. Nobody pays to go there.</p>	<p style="text-align: right;">92</p> <p>1 F. SALEH</p> <p>2 the last question.</p> <p>3 (Whereupon, the requested</p> <p>4 portion of the record was read back</p> <p>5 by the reporter, as above recorded.)</p> <p>6 Q Why is that, that's the question</p> <p>7 to you.</p> <p>8 INTERPRETER: Please let</p> <p>9 the reporter repeat.</p> <p>10 (Whereupon, the requested</p> <p>11 portion of the record was read back</p> <p>12 by the reporter, as above recorded.)</p> <p>13 A Well, first of all, I don't have</p> <p>14 anything to hide. Events, large events that I</p> <p>15 held in the Brazilian party --</p> <p>16 Q -- that was not my question.</p> <p>17 A So what is your question?</p> <p>18 MS. DUBOWY: Can you read</p> <p>19 the question back to him.</p> <p>20 (Whereupon, the requested</p> <p>21 portion of the record was read back</p> <p>22 by the reporter, as above recorded.)</p> <p>23 A I didn't think it was important.</p> <p>24 It's the same thing when September 11 happened,</p> <p>25 we donated food for people who were assisting</p>



<p style="text-align: right;">93</p> <p>1 <b>F. SALEH</b></p> <p>2 <b>there and I don't have to mention that.</b></p> <p>3 Q Does Terra Sul own</p> <p>4 Gullas Corporation?</p> <p>5 <b>A Gullas is one company, Terra Sul</b></p> <p>6 <b>is another company and I'm the president for</b></p> <p>7 <b>both companies.</b></p> <p>8 Q But does Gullas Corporation</p> <p>9 own Terra Sul Corporation?</p> <p>10 <b>A I said that they are two</b></p> <p>11 <b>different companies and that I own both.</b></p> <p>12 Q Individually, you own the shares?</p> <p>13 <b>A Yes.</b></p> <p>14 Q Does either of these two</p> <p>15 corporations have any other shareholders</p> <p>16 besides yourself?</p> <p>17 <b>A My wife but I'm the owner.</b></p> <p>18 Q So besides you and your wife,</p> <p>19 there are no other shareholders?</p> <p>20 <b>A No.</b></p> <p>21 MS. DUBOWY: No further questions.</p> <p>22 REDIRECT EXAMINATION</p> <p>23 BY MR. CLARK:</p> <p>24 Q Farid, when she asked you about</p> <p>25 your previous deposition testimony, her question</p>	<p style="text-align: right;">95</p> <p>1 <b>F. SALEH</b></p> <p>2 <b>A I don't even know what the question</b></p> <p>3 <b>is because I can't even read this; where is it?</b></p> <p>4 <b>Should I read that in English?</b></p> <p>5 Q You can translate it back to her</p> <p>6 and she can read it in English.</p> <p>7 <b>A She had asked if I had done any</b></p> <p>8 <b>catering or advertisements in New York, correct?</b></p> <p>9 Q Correct. And what was your exact</p> <p>10 answer?</p> <p>11 <b>A Yes.</b></p> <p>12 Q What was your exact answer?</p> <p>13 WITNESS: Giving out flyers</p> <p>14 and T-shirts as well.</p> <p>15 Q The answer before that?</p> <p>16 WITNESS: "The large Brazilian party</p> <p>17 that they have on 46th Street in New York."</p> <p>18 Q After you gave this answer to her,</p> <p>19 did she at any time ask you what else did you do</p> <p>20 in New York?</p> <p>21 <b>A No.</b></p> <p>22 Q Did you at any time testify in March</p> <p>23 of this year, that that was the only thing you did</p> <p>24 in New York?</p> <p>25 <b>A No.</b></p>
<p style="text-align: right;">94</p> <p>1 <b>F. SALEH</b></p> <p>2 from March was:</p> <p>3 "What other activities have you</p> <p>4 done in New York, not necessarily advertising,</p> <p>5 have you done any kind of events in New York,</p> <p>6 what exactly have you done in New York, like</p> <p>7 catering?"</p> <p>8 Is that correct?</p> <p>9 <b>A Correct.</b></p> <p>10 <b>Where is it; okay.</b></p> <p>11 Q Is that correct?</p> <p>12 <b>A Correct.</b></p> <p>13 Q What was your answer?</p> <p>14 MS. DUBOWY: Are you going</p> <p>15 to ask him to read from the transcript?</p> <p>16 MR. CLARK: From the transcript.</p> <p>17 <b>A The answer that I gave her for</b></p> <p>18 <b>this question that she posed, I mentioned this</b></p> <p>19 <b>festival because it's what came to my mind, what</b></p> <p>20 <b>I remembered at that time.</b></p> <p>21 MS. DUBOWY: Objection. I</p> <p>22 was under the impression that you</p> <p>23 want him to read from the transcript?</p> <p>24 MR. CLARK: Right.</p> <p>25 Can you read back exactly.</p>	<p style="text-align: right;">96</p> <p>1 <b>F. SALEH</b></p> <p>2 Q Farid, do you have accountants?</p> <p>3 <b>A Yes, I do.</b></p> <p>4 Q Do you have lawyers?</p> <p>5 <b>A Yes.</b></p> <p>6 Q Do they give you advice on</p> <p>7 establishing and opening your business?</p> <p>8 <b>A I don't understand your question.</b></p> <p>9 Q Do your lawyers or accountants</p> <p>10 ever give you advice on establishing or opening</p> <p>11 your business?</p> <p>12 <b>A I believe that if I ask them</b></p> <p>13 <b>they will give me the information.</b></p> <p>14 Q Do they give you any advice</p> <p>15 on operating your business?</p> <p>16 <b>A No.</b></p> <p>17 Q Do you follow the advice of</p> <p>18 your accountants and lawyers?</p> <p>19 <b>A If I follow their advice?</b></p> <p>20 Q Do you follow their advice</p> <p>21 when they give it?</p> <p>22 <b>A If they provide advice, I follow</b></p> <p>23 <b>them.</b></p> <p>24 Q Are you a lawyer?</p> <p>25 <b>A No.</b></p>

<p style="text-align: right;">97</p> <p>1 <b>F. SALEH</b></p> <p>2 Q Are you an accountant?</p> <p>3 A <b>No.</b></p> <p>4 Q Are you a tax expert?</p> <p>5 A <b>No.</b></p> <p>6 Q What is the language of</p> <p>7 the corporate documents associated with</p> <p>8 Churrascaria Boi Na Brasa?</p> <p>9 A <b>English.</b></p> <p>10 Q Is English your primary language?</p> <p>11 A <b>No.</b></p> <p>12 Q Farid, from April of 1996 to the</p> <p>13 current time, has Churrascaria Boi Na Brasa, the</p> <p>14 restaurant, ever shut down?</p> <p>15 A <b>No.</b></p> <p>16 Q From 1996 to the current time,</p> <p>17 has Churrascaria Boi Na Brasa ever closed its</p> <p>18 doors to its customers?</p> <p>19 A <b>No, never.</b></p> <p>20 Q From 1996 to the current time,</p> <p>21 has Churrascaria Boi Na Brasa ever stopped</p> <p>22 doing business to customers in New Jersey?</p> <p>23 MS. DUBOWY: Objection, ambiguous.</p> <p>24 Are you talking about the</p> <p>25 corporation or the restaurant?</p>	<p style="text-align: right;">99</p> <p>1 <b>F. SALEH</b></p> <p>2 MS. DUBOWY: Objection, leading.</p> <p>3 Q Does Churrascaria Boi Na Brasa,</p> <p>4 the restaurant, annually pay taxes?</p> <p>5 A <b>Yes.</b></p> <p>6 Q Has Churrascaria Boi Na Brasa</p> <p>7 ever stopped paying annual taxes since 1996?</p> <p>8 MS. DUBOWY: Objection, ambiguous.</p> <p>9 Q Since 1996, has Churrascaria</p> <p>10 Boi Na Brasa, the restaurant, ever failed to</p> <p>11 pay its taxes?</p> <p>12 MS. DUBOWY: Objection, ambiguous.</p> <p>13 MR. CLARK: What's ambiguous</p> <p>14 about it?</p> <p>15 MR. EAMON: What's ambiguous</p> <p>16 about it?</p> <p>17 MS. DUBOWY: The restaurant, it's</p> <p>18 the corporation. You can rephrase it.</p> <p>19 Q From 1996 to January 19, 1999,</p> <p>20 did Churrascaria Boi Na Brasa Corp ever fail</p> <p>21 to pay taxes?</p> <p>22 A <b>No.</b></p> <p>23</p> <p>24 (Continue...)</p> <p>25</p>
<p style="text-align: right;">98</p> <p>1 <b>F. SALEH</b></p> <p>2 Q Has Churrascaria Boi Na Brasa,</p> <p>3 the restaurant, ever stopped doing business to</p> <p>4 customers in New Jersey?</p> <p>5 A <b>No.</b></p> <p>6 Q Has the State of New Jersey</p> <p>7 ever shut down the restaurant Churrascaria</p> <p>8 Boi Na Brasa?</p> <p>9 A <b>No.</b></p> <p>10 Q From 1996 to the current time,</p> <p>11 has the State of New Jersey ever demanded that</p> <p>12 you stop doing business?</p> <p>13 A <b>No.</b></p> <p>14 MS. DUBOWY: Objection, ambiguous.</p> <p>15 Q From 1996 to the current time, has</p> <p>16 the State of New Jersey ever told you, as the</p> <p>17 president of Terra Sul Corporation and earlier,</p> <p>18 the President of Churrascaria Boi Na Brasa Corp,</p> <p>19 that Churrascaria Boi Na Brasa, the restaurant,</p> <p>20 must stop doing business?</p> <p>21 A <b>No.</b></p> <p>22 Q Farid, did Churrascaria Boi Na Brasa</p> <p>23 Corp begin collecting taxes associated with</p> <p>24 Churrascaria Boi Na Brasa, the restaurant, in</p> <p>25 1996?</p>	<p style="text-align: right;">100</p> <p>1 <b>F. SALEH</b></p> <p>2 Q From January 19, 1999 to the</p> <p>3 present time, has Terra Sul Corp ever failed to</p> <p>4 pay income taxes?</p> <p>5 A <b>No.</b></p> <p>6 MR. CLARK: I don't have</p> <p>7 any further questions.</p> <p>8 (Whereupon, at 3:18 p.m., the</p> <p>9 deposition was concluded.)</p> <p>10 o0o</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">101</p> <p style="text-align: center;">ACKNOWLEDGMENT</p> <p>STATE OF NEW YORK }                                      } ss.:        COUNTY OF NEW YORK }</p> <p>I, FARID SALEH, hereby certify, I have read the transcript of my testimony taken under oath in my deposition of August 7th, 2008; that the transcript is a true, complete and correct record of what was asked, answered and said during this deposition, and that the answers on the record as given by me are true and correct.</p> <p style="text-align: center;">_____        FARID SALEH</p> <p>Subscribed and sworn to before me        this ____ day of _____, 2008.</p> <p style="text-align: center;">_____        NOTARY PUBLIC</p> <p style="text-align: center;">OOO</p> <p style="text-align: center;">U.S. LEGAL SUPPORT, INC.</p>	<p style="text-align: right;">103</p> <p style="text-align: center;">EXHIBITS</p> <table border="1"> <thead> <tr> <th>PLAINTIFF'S EXHIBITS/DESCRIPTION</th> <th>PAGE</th> </tr> </thead> <tbody> <tr> <td>Ex. 1 - Copy of Certificate of Incorporation.</td> <td>7 - 8</td> </tr> <tr> <td>Ex. 2 - Copy of Certificate of Authority. Bates stamp TS001087</td> <td>9</td> </tr> <tr> <td>Ex. 3 - Offer to Purchase Real Estate. Bates stamp TS000017</td> <td>12</td> </tr> <tr> <td>Ex. 4 - (Withdrawn from the record.)</td> <td>16</td> </tr> <tr> <td>Ex. 5 - Copy of a check dated May 6, 1997 made out to Newark Adams. Bates stamp TS000373-TS000374</td> <td>21</td> </tr> <tr> <td>Ex. 6 - Commercial General Liability, Colonial Insurance Company. Bates stamp TS000350-TS000361</td> <td>22</td> </tr> <tr> <td>Ex. 7 - Commercial General Liability, Colonial Insurance Company. Bates stamp TS000393</td> <td>24</td> </tr> <tr> <td>Ex. 8 - Prudential Insurance and Financial Services. Bates stamp TS000317-TS000342</td> <td>25</td> </tr> <tr> <td>Ex. 9 - American Equity Insurance Company. Bates stamp TS000267-TS000306.</td> <td>28</td> </tr> <tr> <td>Ex. 10 - Four-page business checking account statement from PNC Bank, New Jersey, for Churrascaria Boi Na Brasa Corp. Marked "CONFIDENTIAL" Bates stamp TS000247-TS000250</td> <td>30</td> </tr> <tr> <td>Ex. 11 - Two-page business checking account statement from PNC Bank, New Jersey, for Churrascaria Boi Na Brasa Corp. Marked "CONFIDENTIAL" Bates stamp TS000379-TS000380</td> <td>31</td> </tr> </tbody> </table> <p style="text-align: center;">U.S. LEGAL SUPPORT, INC.</p>	PLAINTIFF'S EXHIBITS/DESCRIPTION	PAGE	Ex. 1 - Copy of Certificate of Incorporation.	7 - 8	Ex. 2 - Copy of Certificate of Authority. Bates stamp TS001087	9	Ex. 3 - Offer to Purchase Real Estate. Bates stamp TS000017	12	Ex. 4 - (Withdrawn from the record.)	16	Ex. 5 - Copy of a check dated May 6, 1997 made out to Newark Adams. Bates stamp TS000373-TS000374	21	Ex. 6 - Commercial General Liability, Colonial Insurance Company. Bates stamp TS000350-TS000361	22	Ex. 7 - Commercial General Liability, Colonial Insurance Company. Bates stamp TS000393	24	Ex. 8 - Prudential Insurance and Financial Services. Bates stamp TS000317-TS000342	25	Ex. 9 - American Equity Insurance Company. Bates stamp TS000267-TS000306.	28	Ex. 10 - Four-page business checking account statement from PNC Bank, New Jersey, for Churrascaria Boi Na Brasa Corp. Marked "CONFIDENTIAL" Bates stamp TS000247-TS000250	30	Ex. 11 - Two-page business checking account statement from PNC Bank, New Jersey, for Churrascaria Boi Na Brasa Corp. Marked "CONFIDENTIAL" Bates stamp TS000379-TS000380	31
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<p style="text-align: right;">102</p> <p style="text-align: center;">INDEX</p> <p style="text-align: center;">WITNESS        Farid Saleh</p> <p>Direct Examination by Mr. Clark   Page 3        Cross Examination by Ms. Dubowy   Page 70        Redirect Examination by Mr. Clark   Page 93</p> <p style="text-align: right;">PAGE</p> <p>INFORMATION REQUESTED</p> <p>Provide any documents reflecting   86        whether the Certificate of Authority        for Terra Sul Corporation was received        before August 27, 2002.</p> <p style="text-align: center;">o0o</p> <p style="text-align: center;">U.S. LEGAL SUPPORT, INC.        ONE PENN PLAZA, NEW YORK, N.Y. 10119</p>	<p style="text-align: right;">104</p> <p style="text-align: center;">EXHIBITS</p> <table border="1"> <thead> <tr> <th>PLAINTIFF'S EXHIBITS/DESCRIPTION</th> <th>PAGE</th> </tr> </thead> <tbody> <tr> <td>Ex. 12 - 1996 Income Tax Returns for Farid Saleh and Tais Mubarak. Marked "CONFIDENTIAL" Bates stamp TS000021-TS000027</td> <td>32</td> </tr> <tr> <td>Ex. 13 - 1997 Individual Income Tax Return and 1997 Earned Income Credit of Farid Saleh. Marked "CONFIDENTIAL" Bates stamp TS000382-TS000392</td> <td>34</td> </tr> <tr> <td>Ex. 14 - Photocopy of check dated June 26, 1996 made out to PSE&amp;G. Bates stamp TS000163-TS000164</td> <td>37</td> </tr> <tr> <td>Ex. 15 - Five-page copy of Brazilian Press newspaper from September 17th to the 23rd of the year 1997.</td> <td>41</td> </tr> <tr> <td>Ex. 16 - Hold Harmless and Indemnity Agreement. Bates stamp TS001287</td> <td>46</td> </tr> <tr> <td>Ex. 17 - Three pages consisting of logo and drawing.</td> <td>49</td> </tr> <tr> <td>Ex. 18 - Copy of Certificate of Incorporation regarding Terra Sul Corporation.</td> <td>52</td> </tr> <tr> <td>Ex. 19 - Copy of Registration of Alternate Name and Filing Certification</td> <td>53</td> </tr> </tbody> </table> <p style="text-align: center;">U.S. LEGAL SUPPORT, INC.        ONE PENN PLAZA, NEW YORK, N.Y. 10119</p>	PLAINTIFF'S EXHIBITS/DESCRIPTION	PAGE	Ex. 12 - 1996 Income Tax Returns for Farid Saleh and Tais Mubarak. Marked "CONFIDENTIAL" Bates stamp TS000021-TS000027	32	Ex. 13 - 1997 Individual Income Tax Return and 1997 Earned Income Credit of Farid Saleh. Marked "CONFIDENTIAL" Bates stamp TS000382-TS000392	34	Ex. 14 - Photocopy of check dated June 26, 1996 made out to PSE&G. Bates stamp TS000163-TS000164	37	Ex. 15 - Five-page copy of Brazilian Press newspaper from September 17th to the 23rd of the year 1997.	41	Ex. 16 - Hold Harmless and Indemnity Agreement. Bates stamp TS001287	46	Ex. 17 - Three pages consisting of logo and drawing.	49	Ex. 18 - Copy of Certificate of Incorporation regarding Terra Sul Corporation.	52	Ex. 19 - Copy of Registration of Alternate Name and Filing Certification	53						
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2	PLAINTIFF'S EXHIBITS/DESCRIPTION PAGE	2	STATE OF NEW YORK )
3		3	COUNTY OF NEW YORK )
4	Ex. 20 - Copy of Certificate of Authority 56 Bates stamp TS001288	4	
5	Ex. 21 - Copy of a four-page letter 60 dated January 11, 2007 from Thompson & Knight, LLP to Farid Saleh regarding Trademark Infringement	5	I, MADELINE RODRIGUEZ, a Shorthand Reporter
6		6	and Notary Public for the State of New York, do
7		7	hereby certify that FARID SALEH, the witness whose
8		8	EXAMINATION BEFORE TRIAL was held on August 7th,
9	Ex. 22 - Copy of the Village Voice 69 newspaper consisting of seven pages.	9	2008, as hereinbefore set forth, was duly sworn by
10		10	me, and that this transcript of such examination
11		11	is a true and accurate record of the testimony given
12		12	by such witness.
13		13	I further certify that I am not related to
14		14	any of the parties to this action by blood or by
15		15	marriage and that I am in no way interested in
16		16	the outcome of this matter.
17		17	IN WITNESS WHEREOF, I have hereunto set my
18		18	hand this 11th day of August, 2008.
19		19	
20		20	_____ MADELINE RODRIGUEZ
21		21	
22		22	
23		23	
24	U.S. LEGAL SUPPORT, INC.	24	
25	ONE PENN PLAZA, NEW YORK, N.Y. 10119	25	
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1	U.S. LEGAL SUPPORT, INC.		
2	ONE PENN PLAZA, NEW YORK, N.Y. 10119		
3	(212)759-6014 (212)759-6155 fax		
4	DATE: August 7, 2008		
5	DEPOSITION: Terra Sul Corp vs. Boi Na Brasa, Inc.		
6	DEPONENT: Farid Saleh		
7	PAGE LINE(S) CHANGE REASON		
8	_____		
9	_____		
10	_____		
11	_____		
12	_____		
13	_____		
14			
15	_____		
16	FARID SALEH		
17			
18	SUBSCRIBED AND SWORN TO BEFORE ME		
19	THIS ____ DAY OF _____, 2008.		
20	_____		
21	NOTARY PUBLIC		
22			
23	MY COMMISSION EXPIRES: _____		
24			
25	U.S. LEGAL SUPPORT, INC.		

A			
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C E R T I F I C A T E

STATE OF NEW YORK     )

COUNTY OF NEW YORK    )

I, MADELINE RODRIGUEZ, a Shorthand Reporter  
and Notary Public for the State of New York, do  
hereby certify that FARID SALEH, the witness whose  
EXAMINATION BEFORE TRIAL was held on August 7th, 2008,  
as hereinbefore set forth, was duly sworn by me, and  
that this transcript of such examination is a true and  
accurate record of the testimony given by such witness.

I further certify that I am not related to any of  
the parties to this action by blood or by marriage and  
that I am in no way interested in the outcome of this  
matter.

IN WITNESS WHEREOF, I have hereunto set my hand  
this 11th day of August, 2008.

  
MADELINE RODRIGUEZ

## DEPOSITION OF FARID SALEH - 8/7/2008

106

U.S. LEGAL SUPPORT, INC.  
ONE PENN PLAZA, NEW YORK, N.Y. 10119  
(212) 759-6014 (212) 759-6155 fax

DATE: August 7, 2008  
DEPOSITION: Terra Sul Corp vs. Boi Na Brasa, Inc.  
DEPONENT: Farid Saleh.

PAGE	LINE(S)	CHANGE	REASON
62	10	"BRASA" should be	
		"BRAZA"	Transcription error
62	12	"BRASA" should be	
		"BRAZA"	Transcription error
63	12	"BRASA" should be	
		"BRAZA"	Transcription error



FARID SALEH

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4th DAY OF September 2008.

NOTARY PUBLIC

ROSA PEREIRA  
A Notary Public of New Jersey  
My Commission Expires 10/28/08

MY COMMISSION EXPIRES: \_\_\_\_\_

U.S. LEGAL SUPPORT, INC.

U.S. LEGAL SUPPORT - HOUSTON  
713-653-7100

ORIGINAL

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 1**

Offered by Terra Sul Corporation



New Jersey Department of State  
Division of Commercial Recording  
Certificate of Incorporation, Profit  
(Title 14A:2-7 New Jersey Business Corporation Act  
For Use by Domestic Profit Corporations)

FILED

C-100 Rev. 7/92

MAR 23 1996

This is to Certify that, there is hereby organized a corporation under and by virtue of the above noted statute of the New Jersey Statutes.

1. Name of Corporation: CHURRASCARIA BOI NA BRASA CORP.
2. The purpose for which this corporation is organized is (are) to engage in any activity within the purposes for which corporations may be organized under NJSA 14A 1-1 et seq:
3. Registered Agent: Farid Saleh
4. Registered Office: 79 St. Francis Street, 2nd floor, Newark, New Jersey 07105
5. The aggregate number of shares which the corporation shall have authority to issue is: 100 no par value.
6. If applicable, set forth the designation of each class and series of shares, the number in each, and a statement of the relative rights, preferences and limitations.
7. If applicable, set forth a statement of any authority vested in the board to divide the shares into classes or series or both and to determine or change their designation number, relative rights, preferences and limitations.
8. The first Board of Directors shall consist of 1 Directors (minimum of one).

Name	Street Address	City	State	Zip
Farid Saleh	79 St. Francis Street	Newark	NJ	07105
9. Name and Address of Incorporator(s):

Name	Street Address	City	State	Zip
Irene Quattrochi	83 Polk Street	Newark	NJ	07105
10. The duration of the corporation is: Perpetual
11. Other provisions:

In Witness whereof, each individual incorporator being over eighteen years of age has signed this certificate, or if the Incorporator is a corporation has caused this Certificate to be signed by its duly authorized officers this 25th day of March, 1996.

Signature:

Irene Quattrochi

Signature:

Signature:

PLAINTIFF'S  
EXHIBIT

NR 3/7/96

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 2**

Offered by Terra Sul Corporation

STATE OF NEW JERSEY  
DIVISION OF TAXATION  
TRENTON, NEW JERSEY  
08646

**CERTIFICATE OF AUTHORITY**

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX  
pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is reflected.

CHURRASCARIA HOI NA BRASH CO  
70 ADAMS ST  
NEWARK NJ 07105

Richard D. Hardin  
Director, Division of Taxation

Tax Registration No. 223-435-705/000  
Tax Effective Date 04-15-96  
Document Locator No. 8000616425  
Date issued 06-04-96

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CA-1 (10-94)

(See Reverse Side)



Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 3**

Offered by Terra Sul Corporation



## OFFER TO PURCHASE REAL ESTATE

Be it known, the undersigned FARID H. SALEH, 79 ST. FRANCIS ST. 2nd FL.  
Newark, N.J. 07105 (Buyers) offers to purchase from  
LINDOLFO PEREIRA (Sellers) real estate known as  
'Churrascaria RODEIO REST.' City/Town of TO ADAMS ST. Shop  
County of Newark, State of N.J. said property more  
particularly described as: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ and containing \_\_\_\_\_ square feet of  
land, more or less

The purchase price offered is .....	\$ <u>45,000.00</u>
Deposit herewith paid .....	\$ <u>500.00</u>
Further deposit upon signing sales agreement .....	\$ <u>4,500.00</u>
Balance at closing .....	\$ <u>27,000.00</u>
Total Purchase Price .....	\$ <u>45,000.00</u>

This offer is conditional upon the following terms: \_\_\_\_\_

- \* Owner shall pay broker Lucky Realty, a commission of 2,500.00  
upon closing and 03-11-96
- \* Said property is to be sold free and clear of all encumbrances by good and marketable title, with full  
possession to said property available to Buyer at date of closing.
- \* The Parties agree to execute a standard purchase and sales agreement on the terms contained within \_\_\_\_\_ days  
from acceptance of this offer.
- \* The closing shall occur on or before 03-11-1996, at the public recording office, unless  
such other time and place shall be agreed upon.
- \* Other terms: seller to \$13,000.00 mortgage for a period  
of 13 months.

\* This offer shall remain open until \_\_\_\_\_ o'clock, \_\_\_\_\_ 19 \_\_\_\_\_ and not accepted by  
said time offer shall be deemed rescinded and all deposits shall be refunded.  
Signed under seal this 02 day of 28 19 96

BROKER

BUYER

BUYER

SELLER

SELLER

TS 000017

PLAINTIFF'S  
EXHIBIT

3

NR 8/7/08

PROMISSORY NOTE

AMOUNT : \$13,000.00  
RATE : None  
TERM : One (1) Year

DATED: March 22, 1996

1) For value received the undersigned promises to pay to the order of LINDOLFO DA SILVA at 71 Niagara Street, Newark, New Jersey, the sum of \$13,000.00 with no interest in installments as follows:

2) The sum of One Thousand Eighty Three and Thirty Three Cents (\$1,083.33) per month commencing April 22, 1996 and a like sum on the 22nd day of each succeeding month until the loan is paid in full. The final payment is March 22, 1997.

3) The undersigned shall have the privilege of prepaying this Note in full or in any part at any time without penalty.

4) This Note represents the unpaid balance of the part of the purchase price of the sale of a certain Luncheonette Restaurant sold to the undersigned, located at 70 Adams Street, Store # 4, Newark, New Jersey.

The entire principal balance of this Note shall become immediately due and payable at the election of the holder hereof of five (5) days notice to the undersigned upon the occurrence of any of the following events:

a) Any installment payment on this Note is not paid in full within Twenty (20) days after the due date.

b) A proceeding in Bankruptcy, Receivership, Insolvency is instituted by or against the undersigned or the undersigned makes an assignment for the benefit of creditors.

F. M. S

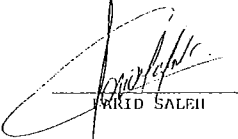
5) In the event of a sale or other transfer of the aforesaid restaurant, the entire principal balance hereunder shall accelerate and immediately become due and payable.

6) WAIVERS. I give up my right to require that the Lender to the following: (a) to demand payment (called "presentment"); (b) to notify me of nonpayment (called "notice of dishonor"); and (c) to obtain an official certified statement showing nonpayment (called a "protest"). The Lender may exercise any right under this Note, the Security Agreement or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

7) The undersigned agrees that in the event that a default occurs and this Note is referred to an attorney for collection, the undersigned shall pay an additional amount equal to twenty (20) percent to the unpaid principal and interest at the rate of eight (8) percent from the date of default, but in no event less than \$750.00 as reasonable attorney's fees, plus costs of suit.

WITNESS:

\_\_\_\_\_  
FAUSTO SIMOES, ESQ.  
AN ATTORNEY AT LAW OF NEW JERSEY

  
\_\_\_\_\_  
MIRID SALEH

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 5**

Offered by Terra Sul Corporation

CHURRASCARIA BOI NA BRASA CORP.  
STORE 4  
70 ADAMS ST. PH. 201-589-6069  
NEWARK, NJ 07105

0136

55-760/312.83

MAY 6<sup>TH</sup> 1997

PAY TO THE  
ORDER OF

NEWARK ADAMS

\$1,300.00

THIRTEEN HUNDRED E-VEN

DOLLARS

PNC BANK

PNC Bank, N.A.  
New Jersey 060

FOR

RENT

⑆031207607⑆ 0136 ⑈8109269093⑈

⑈0000130000⑈

PLAINTIFF'S  
EXHIBIT

5

UR 6/7/08

TS 000373

X.

**DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USE ONLY.**

05/12/97 05/12/97 05/12/97  
 02081147 02081147 02081147  
 PROCESSED  
 760 SS-760  
 365899037 17659289

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 6**

Offered by Terra Sul Corporation



COMMERCIAL GENERAL LIABILITY COVERAGE PART  
DECLARATIONS  
COLONIA INSURANCE COMPANY

NEW  
Renewal of Number \*

090-1

ORIGINAL

Policy No. CGL903206A

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

• CHURRASCARIA BOI NA BRASA  
70 ADAMS STREET  
NEWARK NJ 07105

ASSOCIATED INSURANCE MANAGEMENT CORP.

ONE SEAPORT PLAZA  
199 WATER STREET  
NEW YORK, N.Y. 10038

Policy Period: From 05/09/96 to 05/09/97 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 1,000,000.
Products-Completed Operations Aggregate Limit	\$ 500,000.
Personal and Advertising Injury Limit	\$ 500,000.
Each Occurrence Limit	\$ 500,000.
Fire Damage Limit	\$ 50,000. Any One Fire
Medical Expense Limit	\$ 5,000. Any One Person

**RETROACTIVE DATE (CG 00 02 only)**

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: NONE

(Enter Date or "none" if no Retroactive Date applies)

**DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES**

Form of Business:

☒ Individual ☐ Joint Venture ☐ Partnership ☐ Organization (Other than Partnership or Joint Venture)

Business Description\*: RESTAURANT

Location of All Premises You Own, Rent or Occupy:

70 ADAMS STREET  
NEWARK NJ 07105

**PREMIUM**

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
01 RESTAURANTS - WITH SALES OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS - WITHOUT DANCE FLOOR	16816	s)	50000	1.073 17.228	107.	861.
Total Advance Premium \$						968.

Premium shown is payable: \$ 968. at inception; \$ 1st Anniversary; \$ 2nd Anniversary

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue†:

SEE FORM GU207 - COMMERCIAL GENERAL LIABILITY FORMS LIST

Countersigned\*: CLIFFSIDE PARK NJ

\*Entry optional if shown in Common Policy Declarations.

†Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

By

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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PLAINTIFF'S  
EXHIBIT  
6  
ur 8/7/08

TS 000350

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

## ENDORSEMENT


GU 207  
(Ed. 6-78)  
PAGE 1

This endorsement, effective on 05/09/96 at 12:01 A.M. standard time, forms a part of

Policy No. CGL903206A of the COLONIA INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

Issued to CHURRASCARIA BOI NA BRASA

By METCOM EXCESS  
CLIFFSIDE PARK NJ 07/23/96 WZ



Authorized Representative

### COMMERCIAL GENERAL LIABILITY FORMS LIST

CG2144 (11-85) LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT  
CG2151 (09-89) AMENDMENT OF LIQUOR LIABILITY EXCLUSION - SCHEDULED ACTV  
CG2407 (11-85) PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED  
IL0208 (6/89) N.J. CHANGES-CANCELLATION AND NONRENEWAL  
CG2620 (03/91) NEW JERSEY CHANGES - LOSS INFORMATION  
CG2147 (10/93) EMPLOYMENT-RELATED PRACTICES EXCLUSION  
NJ01 (9-95) AGGREGATE LIMITS  
CG 0001 (01-96) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

TS 000351

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR SCHEDULED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Description of Activity(ies):

#### LIQUOR LIABILITY

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

POLICY NUMBER: CGL903206A

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: 70 ADAMS STREET  
NEWARK NJ 07105

Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury," "property damage," "personal injury," "advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Description of Premises and Operations:

RESTAURANT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products - completed operations hazard" in the DEFINITIONS Section is replaced by the following:

- a. "Products - completed operations hazard" includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART \*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(a) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard;' and

(b) The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard.'"

b. 30 days before the effective date of cancellation if we cancel for any other reason.

C. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies In Effect For 60 Days or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

- (13) Agency termination, provided:

- (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
- (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

- b. If we cancel this policy based on paragraph 7.a.(1) or (2) above, we will mail a written notice, stating the reason for cancellation, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice. If we cancel this policy for any other reason listed above, we will mail a written notice, stating the reason for cancellation, to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

- c. Notice will be sent to the last mailing addresses known to us, by:

- (1) Certified mail; or
  - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.
- d. We need not send notice of cancellation if you have:
- (1) Replaced coverage elsewhere; or
  - (2) Specifically requested termination.

- D. The following is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

- a. Certified mail; or
- b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

- a. Replaced coverage elsewhere; or
- b. Specifically requested termination.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW JERSEY CHANGES - LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

### 10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and

Products/Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to paragraph 2., Exclusions of COVERAGE A-BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I-Coverages):

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to paragraph 2., Exclusions of COVERAGE B-PERSONAL AND ADVERTISING INJURY LIABILITY (Section I-Coverages):

This insurance does not apply to:

"Personal injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Policy No.:CGL903206A

ENDORSEMENTS

**THIS POLICY CONTAINS AGGREGATE LIMITS: REFER  
TO SECTION III - LIMITS OF INSURANCE FOR DETAILS.**

NJ01

TS 000360

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Policy No.: CGL903206A

\*\*\*\*\*  
\*  
\* **MANUAL FORM** \*  
\*  
\*\*\*\*\*

THE FOLLOWING FORMS HAVE BEEN SELECTED TO APPLY TO THIS POLICY.  
SINCE YOU HAVE INDICATED THAT IT IS NOT TO BE PRINTED BY THE LONDON  
LINKS SYSTEM, IT MUST BE MANUALLY ATTACHED TO THE POLICY.  
CG 0001

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 7**

Offered by Terra Sul Corporation

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
DECLARATIONS  
COLONIA INSURANCE COMPANY

090-1

RE-WRITE  
Renewal of Number

ORIGINAL

Policy No. CGL906861

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

CHURRASCARIA BOI NA BRASA  
T/A & PAULO ALEMAO  
70 ADAMS STREET STORE #4  
NEWARK NJ 07105

ASSOCIATED INSURANCE MANAGEMENT CORP.

ONE SEAPORT PLAZA  
199 WATER STREET  
NEW YORK, N.Y. 10038

Policy Period: From 10/06/97 to 10/06/98 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 1,000,000.
Products-Completed Operations Aggregate Limit	\$ 500,000.
Personal and Advertising Injury Limit	\$ 500,000.
Each Occurrence Limit	\$ 500,000.
Fire Damage Limit	\$ 100,000. Any One Fire
Medical Expense Limit	\$ 5,000. Any One Person

**RETROACTIVE DATE (CG 00 02 only)**

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: NONE

(Enter Date or "none" if no Retroactive Date applies)

**DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES**

Form of Business:

☒ Individual ☐ Joint Venture ☐ Partnership ☐ Organization (Other than Partnership or Joint Venture)

Business Description\*: RESTAURANT

Location of All Premises You Own, Rent or Occupy:

70 ADAMS STREET, STORE #4  
NEWARK, NJ 07105

**PREMIUM**

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
01 RESTAURANTS - WITH SALES OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS - WITHOUT DANCE FLOOR	16816	s) 130000	0.790	19.455	103.	2,529.

Total Advance Premium \$ 2,632.

Premium shown is payable: \$ 2,632. at inception; \$ 1st Anniversary; \$ 2nd Anniversary

**FORMS AND ENDORSEMENTS NJ S/C \$8.69**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

SEE FORM GU207 - COMMERCIAL GENERAL LIABILITY FORMS LIST

Countersigned: \* CLIFFSIDE PARK NJ

11/24/97 IK  
\*Entry optional if shown in Common Policy Declarations.

By

*Charles T. McCloskey*

Authorized Representative

\*Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

TS 000393



Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 8**

Offered by Terra Sul Corporation

**Steve O. Umoru**  
Prudential Representative  
Service Since 1991



**Prudential**

**Prudential Insurance and Financial Services**  
221 Bergen Street, Newark NJ 07103  
24 Hr Direct 201 517-1900 Tel 973 242-4800  
Fax 973 242-4860  
A Division of The Prudential Insurance Company of America

**PLAINTIFF'S  
EXHIBIT**

MR 8 8/7/08

**TS 000317**



COMMERCIAL LINES POLICY  
COMMON POLICY DECLARATIONS

51L 00365-98-01167

AMERICAN EQUITY INSURANCE COMPANY

Scottsdale, Arizona

NEW

Policy No. ACC 057900

Renewal of Number

Named Insured and Mailing Address  
(No., Street, Town or City, County, State, Zip Code)  
CHURRASCARIA BOINA BRASA

70 ADAMS STREET STORE #4  
NEWARK NJ 07105

THIS INSURANCE IS ISSUED PURSUANT  
TO THE NJ SURPLUS LINES LAW

Agent and Mailing Address  
(No., Street, Town or City, County, State, Zip Code)  
Metcom Excess  
596 Anderson Ave.,  
Suite 301

Agency No. 3100

Tax State NJ

Cliffside Park NJ 07010

Policy Period: From 05/22/1998 to 05/22/1999 at 12:01 A.M. Standard Time  
at your mailing address shown above.

Business Description: RESTAURANT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE  
WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$
Commercial General Liability Coverage Part	\$ 2,018.00
	\$
	\$
TOTAL ADVANCE PREMIUM	\$ 2,018.00
Other Charges 3% NJ S/L TAX:	\$ 60.54
TOTAL	\$ 2,078.54

Form(s) and Endorsement(s) made a part of this policy at time of issue\*:  
A100J (09/1994), A104 (09/1994), CL150 (11/1985)

A100(9/94), IL0208(10/97)

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned: METCOM EXCESS  
06/19/1998 NM

By

*Chris J. McCloskey*  
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE  
FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY  
Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

A100 (09/1994)

ORIGINAL

TS 000318

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## ENDORSEMENT

### SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon Ken Brundage, or his nominee, of the Company at 8370 E. Via de Ventura, Building K., Scottsdale, Arizona 85258 and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. ACC 057900

Effective Date: 05/22/1998  
12:01 A.M., Standard Time

LIMITS OF INSURANCE							
General Aggregate Limit (Other Than Products - Completed Operations)	\$	1,000,000.00					
Products - Completed Operations Aggregate Limit	\$	500,000.00					
Personal and Advertising Injury Limit	\$	500,000.00					
Each Occurrence Limit	\$	500,000.00					
Fire Damage Limit	\$	50,000.00				Any One Fire	
Medical Expense Limit	\$	1,000.00				Any One Person	
THIS POLICY CONTAINS AGGREGATE LIMITS: REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS							
RETROACTIVE DATE (CG 00 02 only)							
Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:							
(Enter Date or "None" if no Retroactive Date applies)							
BUSINESS DESCRIPTION AND LOCATION OF PREMISES							
Form of Business:							
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Organization (other than Partnership or Joint Venture)							
Business Description*: RESTAURANT							
Location of All Premises You Own, Rent or Occupy:							
1.	70 ADAMS STREET #4	NEWARK					NJ 07105
2.							
3.							
PREMIUM							
Classification	Code No.	Premium Basis	Rate Prem/Op	Pr/Co	Advance Premium Prem/Op	Pr/Co	
REST-LESS 75% ALCOHOL-NO	16816	s 90000	21.447	0.870	1,930.0	88.0	
Total Advance Premium \$							\$ 88
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)							
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: L026 (09/1994), L031 (11/1995), L054 (09/1994), L069 (09/1994), L123 (12/1995), L124 (12/1995), L125 (12/1995), L126 (12/1995), L130 (12/1995), CG0001 (10/1993), CG2144 (11/1985), CG2147 (10/1993), CG2149 (01/1996) CG2620 (10/93)							

\* Information omitted if shown elsewhere in the policy.

\*\* Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.  
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CL150 (Ed. 6-1993)

TS 000320

## NOTICE TO POLICYHOLDERS

This insurance does not provide coverage as required by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks nor any coverage under CERCLA or similar State or Federal Environmental Act(s).

This policy excludes all Coverage for Pollution.

All other Terms and Conditions of this Policy remain unchanged.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION — PUNITIVE OR EXEMPLARY DAMAGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to COVERAGES A and B (Section I):

This insurance does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against you for a claim within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defense for such action. We shall not have an obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION — VOLUNTARY LABOR**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to COVERAGES A, B and C (Section I):

This insurance does not apply to "bodily injury", "personal injury" or medical payments to any member, associate, affiliated member, or to any person or persons loaned to or volunteering services to you, whether or not paid by you, arising out of or in the course of work performed for you or on your behalf.

All other Terms and Conditions of this Policy remain unchanged.

ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION - OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONDITION 4., Other Insurance, under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), item b(3) providing Excess Insurance if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft is deleted.

All other Terms and Conditions of this Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ASSAULT AND BATTERY - HIRING / SUPERVISION (NJ ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph w., Exclusions of COVERAGE A, Bodily Injury and Property Damage Liability (Section I - Coverage):

The insurance does not apply to "bodily injury" or "property damage" arising out of any alleged assault and battery or out of any act or omission in connection with the prevention or suppression of such acts, including the alleged failure to provide adequate security whether caused by or at the instigation or direction of the insured, his employees, patrons or any other person.

This insurance does not apply to claims, accusations, or charges of negligent hiring, placement, training or supervision arising from actual or alleged assault or battery.

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE B, Personal and Advertising Injury Liability (Section I - Coverages):

This insurance does not apply to "personal injury" arising out of any alleged assault and battery or out of any act or omission in connection with the prevention or suppression of such acts, including the alleged failure to provide adequate security whether caused by or at the instigation or direction of the insured, his employees, patrons or any other person.

All other Terms and Conditions of this Policy remain unchanged.



COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - TOTAL LIQUOR LIABILITY (NJ ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. under paragraph 2., Exclusions of COVERAGE A, Bodily Injury and Property Damage (Section I - Coverages) is replaced by the following:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured or his indemnitee may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

All other Terms and Conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTUAL LIABILITY LIMITATION (NJ Only)**

(Limited Form)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The definitions of "insured contract" in DEFINITIONS (Section V) is replaced by the following:

"Insured Contract" means any written:

- a. Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. Sidetrack agreement;
- c. Easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. Elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including indemnification of a municipality in connection with work performed for a municipality) under which you assume tort liability of another party to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services;
- (4) That indemnifies any person or organization for "property damage" to premises rented or loaned to you;
- (5) That indemnifies any person or organization for "bodily injury" or "property damage" arising from an "occurrence" caused by the negligence of said person or organization; or
- (6) That indemnifies any person or organization for "bodily injury" or "property damage" arising from the ownership, maintenance or use of any aircraft.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF PREMIUM CONDITIONS (NJ Only)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONDITION 5. Premium Audit, under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), is replaced by the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

The deposit premium shown on the declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

The rates for each classification shown on the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the deposit premium. We may, at our discretion, conduct an audit of the insured's books to determine the actual premium bases developed during the policy period. The premium bases used are payroll, admissions, gross sales, total costs, area, each exposure unit or units and are defined in accordance with company rules and the following additional definitions:

- (1) Payroll (premium basis symbol p): Remuneration paid to employees, including but not limited to:

- (a) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to the insured.
- (b) If your operations consist of a number of separate operations classified individually on the Declarations page, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are not maintained by you shall be assigned to the highest rated classification.
- (c) For premium computation purposes, the payroll of executive officers, individual insureds and co-partners is subject to a minimum annual payroll per person of:

\$

(If no entry is made, the minimum payroll as established by the company's rating rules will apply).

The rates apply per \$1,000 of Payroll.

- (2) Admissions (premium basis symbol m): The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

(3) Gross sales (premium basis symbol s): The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

- (a) All goods or products, sold or distributed;
- (b) Operations performed during the policy period; and
- (c) Rentals; or
- (d) Dues or fees.

The rates apply per \$1,000 of Gross Sales.

(4) Total Cost (premium basis symbol c): The total cost of all work let or sublet in connection with each specific project including:

- (a) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; or
- (b) All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of Total Cost.

(5) Area (premium basis symbol a): The total number of square feet of floor space at the insured premises.

The rates apply per 1,000 square feet of area.

(6) Each (premium basis symbol t): This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the declarations page, such as "per person".

The rates apply per each unit of exposure.

(7) Units (premium basis symbol u): A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

The rates apply per unit.

- b. Premium shown in this Coverage Part is the deposit premium. At the close of each audit period (or part thereof terminating with the end of the policy period) we will compute the earned premium for that period. If the earned premium is greater than the deposit premium paid, an audit premium is due. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the deposit premium, the difference is refunded subject to the minimum premium.
- c. The first Named Insured must keep records of information we need for premium computation, and shall supply copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

All other Terms and Conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE (NJ Only)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount of Deductible		
Bodily Injury Liability	\$	500.00	per claim
Property Damage Liability	\$	500.00	per claim

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible.
2. The deductible amounts stated are on a PER CLAIM BASIS and the deductible amount applies:
  - a. Under the Bodily Injury Liability, to all damages because of "bodily injury" sustained by one person; or
  - b. Under the Property Damage Liability, to all damages because of "property damage" sustained by one person or organization;  
as a result of any one "occurrence".
3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend "suits" seeking those damages; and
  - b. Your duties in the event of an "occurrence", claim or "suit",  
apply irrespective of the application of the deductible amount.
4. We may at our sole election and option, either:
  - a. Pay any part or all of the deductible among to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or
  - b. Upon our receipt of notice of any claim or at any time thereafter, request you to pay over and deposit with us all or any part of the deductible amount, to be held and applied per the terms of this policy.

All other Terms and Conditions of this Policy remain unchanged.

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

**SECTION I - COVERAGES****COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

**2. Exclusions**

This insurance does not apply to:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the insured would have in the absence of the contract or agreement.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
    - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treat-

ing, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. **Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

l. **Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. **Recall of Products, Work or Impaired Property**

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE. (Section III).

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages.

We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENT - COVERAGES AND B.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:



Breach of contract, other than misappropriation of advertising ideas under an implied contract;

The failure of goods, products or services to conform with advertised quality or performance;

The wrong description of the price of goods, products or services; or

An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

#### COVERAGE C. MEDICAL PAYMENTS

##### 1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

##### 2. Exclusions.

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes a civil war, insurrection, rebellion or revolution.

#### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

#### SECTION II - WHO IS AN INSURED

##### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

##### 2. Each of the following is also an insured:

- a. Your "employees," other than your "executive officers," but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees" or, if you are a partnership or joint venture, by any partner or member.
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier,
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

##### 1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
  - (4) Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### 3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

##### 4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

###### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

###### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in

the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph f. does not include that part of any contract or agreement:
    - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
    - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
10. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto";
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lightning and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lightning and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owners, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
14. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

15. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
16. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
17. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
19. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished on connection with such work or operations.
- "Your work" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your work"; and
  - b. The providing of or failure to provide warnings or instructions.

POLICY NUMBER: ACC 057900

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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### LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Premises: 70 ADAMS STREET #4  
NEWARK, NJ 07105

Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury," "property damage," "personal injury," "advertising injury" and medical expenses arising out of:

- 1- The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premise; or
- 2- The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to paragraph 2., Exclusions of COVERAGE A-BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I-Coverages):

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to paragraph 2., Exclusions of COVERAGE B-PERSONAL AND ADVERTISING INJURY LIABILITY (Section I-Coverages):

This insurance does not apply to:

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing, the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or containment including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 9**

Offered by Terra Sul Corporation

COMMERCIAL LINES  
POLICY



**AMERICAN EQUITY**  
INSURANCE COMPANY

**THIS POLICY CONSISTS OF:**

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
  - One or more coverage forms
  - Applicable forms and endorsements

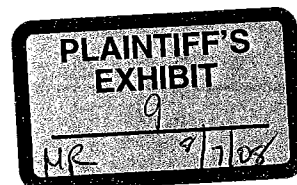
In Witness Whereof, We have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by Our authorized representative.

*Barbara A. Sutherland*

Secretary

*E. J. Keating*

President



COMMERCIAL LINES POLICY  
COMMON POLICY DECLARATIONS

AMERICAN EQUITY INSURANCE COMPANY

☐ New ☒ Rewrite  
☐ Renewal ☐ Cross-Ref.

Scottsdale, Arizona

Policy No. ACC 080062

ACC 057900  
Policy Number

S/L 00365-99-01629

Named Insured and Mailing Address  
(No., Street, Town or City, County, State, Zip Code)  
CHURRASCARIA BOINA BRASA

This Insurance is Issued Pursuant to the New Jersey  
Surplus Lines Law.

70 ADAMS STREET STORE #4  
NEWARK NJ 07105

NO FLAT CANCELLATION

Agent and Mailing Address  
(No., Street, Town or City, County, State, Zip Code)  
Metcom Excess  
P.O. Box 3140

Agency No. 3100

Cliffside Park NJ 07010

Tax State NJ

Policy Period: From 06/14/1999 to 06/14/2000 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: RESTAURANT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ 1,750.00
	\$ _____
	\$ _____
Other Charges	TOTAL ADVANCE PREMIUM \$ 1,750.00
POLICY FEE \$ 50.00	TOTAL OTHER CHARGES \$ 102.50
3% NJ S/L TAX 52.50	
	TOTAL \$ 1,852.50


Form(s) and Endorsement(s) made a part of this policy at time of issue\*:

A104 10-1998, IL0017 11-1998, IL0021 04-1998, IL0208 04-1998, CL150 06-1993

A100(3/97)

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned: Cliffside Park, NJ  
07/12/1999 NM

  
Countersigned by Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE  
FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY  
Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

A100 (03/1997)

ORIGINAL

TS 000268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or their successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the following individual as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon the chief claims officer of the Company at 7676 E. Pinnacle Peak Road, Scottsdale, AZ 85255.

All other Terms and Conditions of this Policy remain unchanged.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and record as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT** (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel" or (3) handling, processing or packaging "waste";
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART\*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

- A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

- a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for:

- (a) Nonpayment of premium; or  
(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

- (i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and  
(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the Cancellation Common Policy Condition:

7. Cancellation of Policies In Effect For 60 Days or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
  - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
  - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
  - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
  - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
  - (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
  - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
  - (8) Loss of or reduction in available insurance capacity;
  - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
  - (10) Loss of or substantial changes in applicable reinsurance;
  - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
  - (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;
  - (13) Agency termination, provided:
    - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
    - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
  - (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- b. If we cancel this policy based on Paragraphs 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- d. Notice will be sent to the last mailing addresses known to us, by:
- (1) Certified mail; or
  - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.
- e. We need not send notice of cancellation if you have:
- (1) Replaced coverage elsewhere; or
  - (2) Specifically requested termination.

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D. The following is added and supersedes any other provision to the contrary;

**NONRENEWAL**

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named insured at the last mailing address known to us by:
  - a. Certified mail; or
  - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
  - a. Replaced coverage elsewhere; or
  - b. Specifically requested termination.

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. ACC-080062

Effective Date: 06/14/1999 12:01 A.M., Standard Time

### LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products / Completed Operations)	\$ 1,000,000	
Products / Completed Operations Aggregate Limit	\$ 500,000	
Personal and Advertising Injury Limit	\$ 500,000	
Each Occurrence Limit	\$ 500,000	
Fire Damage Limit	\$ 50,000	Any One Fire
Medical Expense Limit	\$ 1,000	Any One Person

THIS POLICY CONTAINS ADDENDUMS; REFER  
TO SECTION III - LIMITS OF INSURANCE FOR  
DETAILS

### RETROACTIVE DATE (CG 0002 only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

(Enter Date or 'None' if no Retroactive Date applies)

### BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Form of Business:

☒ Individual ☐ Joint Venture ☐ Partnership ☐ Organization (other than Partnership or Joint Venture)

Business Description \*: RESTAURANT

Location of All Premises You Own, Rent or Occupy:

1. 70 ADAMS STREET #4, NEWARK, NJ 07105
- 2.
- 3.

### PREMIUM

Code No.	Classification Description	Type	Premium Basis	Rate Prem/Op	Pr/Co	Advance Premium Prem/Op	Pr/Co
16816	REST-LESS 75% ALCOHOL-NO DANCING-W/CKG	s	90,000	14.525	.761	1,307	443

Total Advance Premium \$ 1,307 \$ 443

### FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

L026 03-1997, L031 03-1997, L054 03-1997, L069 03-1997, L123 03-1997,  
L124 03-1997, L125 03-1997, L126 03-1997, L130 03-1997, L140 12-1998,  
CG0001 07-1998, CG2147 07-1998, CG2149 07-1998, CG2160 09-1998, CG2407 01-1996

CG2620(10/93)

\* Information omitted if shown elsewhere in the policy.

CL150 (06/1993) THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.  
Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

TS 000276

COMMERCIAL GENERAL LIABILITY  
L026 (03/1997)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE TO POLICYHOLDERS

This insurance does not provide coverage as required by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks nor any coverage under CERCLA or similar State or Federal Environmental Act(s).

This policy excludes all Coverage for Pollution.

All other Terms and Conditions of this Policy remain unchanged.

L026 (03/1997)

TS 000277

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to COVERAGES A and B:

This insurance does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against you for a claim within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defense for such action. We shall not have an obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

All other Terms and Conditions of this Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY  
L054 (03/1997)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION - VOLUNTARY LABOR**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to COVERAGES A, B and C (Section I):

This insurance does not apply to "bodily injury", "personal injury" or medical payments to any member, associate, affiliated member, or to any person or persons loaned to or volunteering services to you, whether or not paid by you, arising out of or in the course of work performed for you or on your behalf.

All other Terms and Conditions of this Policy remain unchanged.

L054 (03/1997)

**TS 000279**

COMMERCIAL GENERAL LIABILITY  
L069 (03/1997)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LIMITATION - OTHER INSURANCE

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONDITION 4. , Other Insurance, under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Item b(3) providing Excess Insurance if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft is deleted.

All other Terms and Conditions of this Policy remain unchanged.

L069 (03/1997)

TS 000280



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ASSAULT AND BATTERY - HIRING / SUPERVISION (NJ ONLY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph w., Exclusions of COVERAGE A, Bodily Injury and Property Damage Liability (Section I - Coverage):

The insurance does not apply to "bodily injury" or "property damage" arising out of any alleged assault and battery or out of any act or omission in connection with the prevention or suppression of such acts, including the alleged failure to provide adequate security whether caused by or at the instigation or direction of the insured, his employees, patrons or any other person.

This insurance does not apply to claims, accusations, or charges of negligent hiring, placement, training or supervision arising from actual or alleged assault or battery.

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE B, Personal and Advertising Injury Liability (Section I - Coverages):

This insurance does not apply to "personal injury" arising out of any alleged assault and battery or out of any act or omission in connection with the prevention or suppression of such acts, including the alleged failure to provide adequate security whether caused by or at the instigation or direction of the insured, his employees, patrons or any other person.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - TOTAL LIQUOR LIABILITY (NJ ONLY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion c. under paragraph 2., Exclusions of COVERAGE A, Bodily Injury and Property Damage (Section I - Coverages) is replaced by the following:

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured or his indemnitee may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTUAL LIABILITY LIMITATION (NJ Only)**

(Limited Form)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The definitions of "insured contract" in DEFINITIONS (Section V) is replaced by the following:

"Insured Contract" means any written:

- a. Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. Sidetrack agreement;
- c. Easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. Elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including indemnification of a municipality in connection with work performed for a municipality) under which you assume tort liability of another party to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services;
- (4) That indemnifies any person or organization for "property damage" to premises rented or loaned to you;
- (5) That indemnifies any person or organization for "bodily injury" or "property damage" arising from an "occurrence" caused by the negligence of said person or organization; or
- (6) That indemnifies any person or organization for "bodily injury" or "property damage" arising from the ownership, maintenance or use of any aircraft.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF PREMIUM CONDITIONS (NJ Only)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONDITION 5. Premium Audit, under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), is replaced by the following:

##### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

The deposit premium shown on the declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

The rates for each classification shown on the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the deposit premium. We may, at our discretion, conduct an audit of the insured's books to determine the actual premium bases developed during the policy period. The premium bases used are payroll, admissions, gross sales, total costs, area, each exposure unit or units and are defined in accordance with company rules and the following additional definitions:

- (1) Payroll (premium basis symbol p): Remuneration paid to employees, including but not limited to:
- (a) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to the insured.
  - (b) If your operations consist of a number of separate operations classified individually on the Declarations page, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are not maintained by you shall be assigned to the highest rated classification.
  - (c) For premium computation purposes, the payroll of executive officers, individual insureds and co-partners is subject to a minimum annual payroll per person of:

\$
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(If no entry is made, the minimum payroll as established by the company's rating rules will apply).

The rates apply per \$1,000 of Payroll.

- (2) Admissions (premium basis symbol m): The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

- (3) Gross sales (premium basis symbol s): The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

- (a) All goods or products, sold or distributed;
- (b) Operations performed during the policy period; and
- (c) Rentals; or
- (d) Dues or fees.

The rates apply per \$1,000 of Gross Sales.

- (4) Total Cost (premium basis symbol c): The total cost of all work let or sublet in connection with each specific project including:
- (a) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; or
  - (b) All fees, bonuses or commissions made, paid or due.
- The rates apply per \$1,000 of Total Cost.
- (5) Area (premium basis symbol a): The total number of square feet of floor space at the insured premises.
- The rates apply per 1,000 square feet of area.
- (6) Each (premium basis symbol t): This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the declarations page, such as "per person".
- The rates apply per each unit of exposure.
- (7) Units (premium basis symbol u): A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.
- The rates apply per unit.
- b. Premium shown in this Coverage Part is the deposit premium. At the close of each audit period (or part thereof terminating with the end of the policy period) we will compute the earned premium for that period. If the earned premium is greater than the deposit premium paid, an audit premium is due. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the deposit premium, the difference is refunded subject to the minimum premium.
- c. The first Named Insured must keep records of information we need for premium computation, and shall supply copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

All other Terms and Conditions of this Policy remain unchanged.

POLICY NUMBER: ACC 080062

COMMERCIAL GENERAL LIABILITY  
L130 (03/1997)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DEDUCTIBLE LIABILITY INSURANCE (NJ Only)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Coverage	Amount of Deductible
Bodily Injury Liability	\$ 500 per claim
Property Damage Liability	\$ 500 per claim

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible.
2. The deductible amounts stated are on a PER CLAIM BASIS and the deductible amount applies:
  - a. Under the Bodily Injury Liability, to all damages because of "bodily injury" sustained by one person; or
  - b. Under the Property Damage Liability, to all damages because of "property damage" sustained by one person or organization;as a result of any one "occurrence".
3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend "suits" seeking those damages; and
  - b. Your duties in the event of an "occurrence", claim or "suit",apply irrespective of the application of the deductible amount.
4. We may at our sole election and option, either:
  - a. Pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or
  - b. Upon our receipt of notice of any claim or at any time thereafter, request you to pay over and deposit with us all or any part of the deductible amount, to be held and applied per the terms of this policy.

All other Terms and Conditions of this Policy remain unchanged.

L130 (03/1997)

TS 000286

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION - LEAD CONTAMINATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. "Personal Injury" arising from any form of lead;
- d. "Advertising Injury" arising from any form of lead;
- e. "Medical Payments" arising from any form of lead;
- f. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- g. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

All other Terms and Conditions of the Policy remain unchanged.

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

- a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

- c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:



- (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
- (a) Less than 26 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A And B.

b. This insurance applies to:

"personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

## COVERAGE C MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f, above, are no longer met.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
  - (1) "Bodily injury" or "personal and advertising injury":
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or while performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
    - (d) Arising out of his or her providing or failing to provide professional health care services.
  - (2) "Property damage" to property:
    - (a) Owned, occupied or used by,
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

##### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

###### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

###### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.



(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

- 
2. "Auto" means a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
  3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
  4. "Coverage territory" means:
    - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
    - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
    - c. All parts of the world if:
      - (1) The injury or damage arises out of:
        - (a) Goods or products made or sold by you in the territory described in a. above; or
        - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
  5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
  7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
  8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
    - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b. Your fulfilling the terms of the contract or agreement.
  9. "Insured contract" means:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
    - b. A sidetrack agreement;
    - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
    - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    - e. An elevator maintenance agreement;
    - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

      - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
      - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
        - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
        - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or

- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

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21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2., Exclusions of Coverage A - Bodily Injury And Property Damage Liability (Section I - Coverages) is replaced by the following:

This insurance does not apply to:

#### f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing, the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - YEAR 2000 COMPUTER - RELATED AND  
OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including microprocessors;
- (b) Computer application software;
- (c) Computer operating systems and related software;
- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.



POLICY NUMBER: ACC 080062

COMMERCIAL GENERAL LIABILITY  
CG 24 07 01 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
SCHEDULE

Description of Premises and Operations: RESTAURANT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf.

Paragraph a. of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

## NEW JERSEY CHANGES - LOSS INFORMATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

#### 10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and

#### Products/Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 10**

**CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

Offered by Terra Sul Corporation

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 11**

**CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

Offered by Terra Sul Corporation

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 12**

**CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

Offered by Terra Sul Corporation

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 13**

**CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

Offered by Terra Sul Corporation

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 14**

Offered by Terra Sul Corporation

CHURRASCARIA BOI NA BRASA CORP.  
STORE #4  
70 ADAMS ST. PH. 201-589-6069  
NEWARK, NJ 07105

55-183  
212  
1408283099

1012

DATE JUNE 26<sup>TH</sup> 1996

PAY TO THE ORDER OF PSE & G \$ 1123.47

EVEN HUNDRED TWENTY THREE <sup>47</sup>/<sub>100</sub> DOLLARS

**MIDLANTIC**  
Midlantic Bank, N.A.  
84 Wilson Avenue, Newark, NJ 07105

MEMO ELECTRIC

PC # 11205 036 71

⑆021200012⑆ ⑆1408283099⑆ 1012 ⑆0000112347⑆

PLAINTIFF'S  
EXHIBIT

14  
8/1/08  
MR

TS 000163



TS 000164

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 15**

Offered by Terra Sul Corporation

**Fittipaldi se recupera e já está em casa**

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**Computador da Mir volta a quebrar**

Página 4

**Maradona ameaça parar de jogar**

Página 14

# BRAZILIAN PRESS

Ano 1

17 a 23 - Setembro de 1997

Número 2

Distribuição Gratuita



## Vera Fischer

A atriz internou-se, na tarde de terça-feira, na Clínica Solar do Rio de Janeiro, um centro de recuperação para dependência química.

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**Ameaçada a construção do estádio no Ironbound**

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PLAINTIFF'S  
EXHIBIT

15

NR

9/1/04



# Falta o óleo

Pastor Darcy Caires Jr

Certa vez, deixei meu carro emprestado com um colega que estava em dificuldades, a única responsabilidade dele era checar sempre o óleo. Passados vários dias, o carro foi devolvido. Observando o óleo, notei que quase não havia nenhum! O carro sobreviveu, mas quem sabe, você conhece alguém que por um singelo descuido, uma falta de óleo por algumas milhas, teve um grande prejuízo com o motor?

Nos últimos dias estava refletindo sobre uma cidade do Novo Testamento chamada Éfeso. O apóstolo Paulo visitou este local, anunciou o "gospel", o evangelho, as boas novas da salvação e deixou um casal chamado Áquila e Priscila na cidade. Eles encontraram um homem chamado Apolo, pregador, "tomaram-no consigo e, com mais exatidão, lhe expuseram o caminho de Deus", animando-o a percorrer outras áreas com essa mensagem!

Anos depois, Paulo volta a Éfeso e diariamente começa a falar às pessoas a respeito do grande amor de Deus, e

de Seu Filho, Jesus Cristo. Ele mostra princípios básicos de vida, abençoa doentes, liberta pessoas dominadas por demônios, enfim; anuncia toda a vontade de Deus para os moradores e visitantes daquela cidade, por um período de mais de dois anos. Isto aconteceu provavelmente por volta dos anos 60 do calendário cristão.

Como Paulo tinha um espírito desbravador e grandes alvos no seu ministério pastoral e missionário, ele resolveu partir. Marcou uma reunião com seus líderes que é descrita de maneira calorosa no Livro dos Atos dos Apóstolos, capítulo 20. Conseguimos ver um real amor, um compromisso de amizade sincera, por parte deste grande líder.

Neste encontro ele lembra aqueles presbíteros do seu caráter e que mesmo em meio a angústias, tribulações, lágrimas e até ciladas, nunca deixou de anunciar o caminho da salvação. Paulo conhece o Deus Todo Poderoso, e as circunstâncias difíceis não eram motivo para que ele deixasse de acreditar de dizer a

*Se você quer ver um mundo transformado, a partir de você, arrependa-se, e volte ao primeiro amor. Quem sabe o caminho da sua vida está andando sem o óleo do amor*

mensagem que Deus havia dado a ele. Ele mostra que havia ensinado o povo usando métodos diferentes de abordar pessoas, tanto publicamente como de casa em casa. Ele destaca o fato que não fazia acepção de pessoas, isto é, todas eram importantes para ele, independente de quem eram!

Algo fantástico é que a mensagem era sempre cristalina: o "arrepentimento para com Deus e a fé em nosso Senhor Jesus Cristo".

Neste mesmo encontro ele disse aos pastores e bispos que o Espírito Santo os havia constituído, para que cuidassem da igreja de Deus que Jesus Cristo havia comprado com o seu próprio sangue! Paulo alertou ainda, que depois da sua partida lobos entrariam no rebanho, falando coisas perversas, tentando enganar os irmãos.

Depois deste encontro, muitos anos se passaram, 30 ou 40 anos! E no livro do Apocalipse, mais uma vez, a Igreja da cidade de Éfeso é lembrada por Jesus Cristo. No capítulo 2, ele faz vários elogios, pois o povo permaneceu firme nas doutrinas bíblicas mesmo com perseguições, angústias e crises. Jesus, porém, afirma que tinha algo contra aqueles cristãos de Éfeso! "Tenho, porém, contra ti que abandonaste o teu primeiro amor". Estava faltando o óleo do amor! A singeleza dos primeiros dias, aquele calor gostoso, aquela vontade de viver, de trabalhar, de cantar. Nos faz lembrar da força da paixão, que se não for transformada em amor, logo desaparece... Faltava aquele prazer de ser um discípulo do Mestre, de atuar

nas atividades da igreja com uma sinceridade agradável, descontraída, cheia de satisfação!

"Agora, pois, permanecem a fé, a esperança e o amor, estes três: porém o maior destes é o amor". "E ainda que eu distribua todos os meus bens entre os pobres, e ainda que entregue meu corpo para ser queimado, se não tiver amor, nada disso me aproveitará" (1 Cor 13). As vezes vivemos no dia a dia apenas sobrevivendo! Vamos, a partir de hoje, ter um novo parâmetro para nossas vidas!

Jesus foi direto ao ponto que carecia de transformação! Como anda o seu interior? Como vai o seu "amor"? Não estamos falando agora do amor na amizade, no amor sexual no casamento, no amor de preservar nossas vidas; estamos falando da essência do amor, do amor verdadeiro, o amor incondicional, o amor que não busca interesses, o amor que busca o melhor do próximo, o amor que é transbordante mesmo sem receber o retorno!

Só possui este amor quem primeiramente foi impactado com esse mesmo tipo de amor. A Bíblia afirma que nós amamos, pois Deus nos amou primeiro! O desafio é que a partir de hoje, nossos atos sejam feitos com amor!

Os Dez Mandamentos podem ser resumidos em amar a Deus sobre todas as coisas e ao nosso próximo como a nós mesmos! Vamos revolucionar este mundo! Busque a Deus de todo seu coração, ame sua família: esposa, marido, filhos, de prioridade para eles, ame seus pais! Ame sua igreja, seus pastores, líderes, irmãos na fé. Ame seus vizinhos e companheiros de trabalho. Ame o seu país, e o país no qual você vive! Ame até seus inimigos! Faça isso, não de maneira simplista, mas seguindo os princípios e estilo de vida do nosso Mestre e Senhor Jesus Cristo! Se você quer ver um mundo transformado, a partir de você, arrependa-se, e volte ao primeiro amor. Quem sabe o caminho da sua vida está andando sem o óleo do amor, e hoje é o dia da restauração, hoje é o dia do arrependimento! Jesus disse: "Vinde a mim todos os que estais cansados e sobrecarregados, e eu vos aliviarei". Mat 11:28.

Rev. Darcy Caires Jr.  
Pastor da Comunidade Cristã  
Presbiteriana em Mineola - NY

HUNDREDS OF TOP QUALITY AUTOMOBILES IN STOCK



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O Sabor Verdadeiro do Melhor Churrasco Brasileiro  
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**Classificados:**  
Empregos, Aluguéis,  
Compra, Venda, Etc  
Páginas 48 & 49

**Sem-terra ameaçam invadir  
fazenda de FHC**  
Manifestantes exigem que o Incra libere R\$ 3 milhões



Página 10

**Grátis**

# BRAZILIAN PRESS

Ano 3

Quarta-feira - 17 de Novembro de 1999

Número 163

## BAUA: MOMENTO DE DECISÃO



Evandro Saramago atual  
Presidente da BAUA

*Presidente da associação diz que falta  
apoio da comunidade*

*Nenhum candidato inscrito às  
vésperas das eleições*

*O que pensa a comunidade sobre a  
associação*

Páginas 24 e 25

## Pai desesperado busca tratamento para o filho nos E.U.A.

Página 16



Vitor de 5 anos sofre de  
Cerebral Palsy

## ESPORTES

FLAMENGO CONFIRMA SAÍDA DE  
ROMÁRIO

ATLÉTICO VENCE E CRUZEIRO RECLAMA  
DA ARBITRAGEM

GUGA PODE SER O 4º TENISTA DO MUNDO

Páginas 44 a 47

## LOCAIS

DIRETOR DE ESCOLA BRASILEIRA  
BRILHA NO PROGRAMA CRISTINA

ATIVISTA POLÍTICA BRASILEIRA É  
HOMENAGEADA POR JORNAL HISPANO

EMANUELA LIMA MOSTRA FINA ARTE  
NA ONU

Páginas 10 a 38

**Digital Computers**  
**Phone: (973) 466-8229**  
**E-mail: digital10@aol.com**



**Voto online será testado em 2000 nos EUA.**

A próxima eleição presidencial nos EUA, no ano 2000, testará o uso da Internet para votação política. Em dois estados americanos, Arizona e Idaho, o Partido Democrata usará a rede para eleições primárias. Também o governo dos EUA permitirá o voto online de 350 militares em serviço fora do país.

**A notícia é da Reuters.**

As vantagens dos votos via Internet é a rapidez da apuração, a comodidade para os eleitores e o aumento da participação popular num país onde votar não é obrigação. As desvantagens, apontadas pelos críticos recaem sobre a segurança. Hackers poderiam alterar o resultado de uma eleição ou, no mínimo, saber

quem está votando em quem, quebrando assim a privacidade do voto.

**Novo Lançamento:**

A empresa americana General Motors lançou seu primeiro carro equipado com Internet, que o motorista poderá consultar sem perigo graças a um programa que reconhece a voz. Os usuários terão acesso à atualidade, aos resultados esportivos, à bolsa e ao correio eletrônico graças a uma conexão móvel.

Não há telas nem nenhum elemento que possa distrair a atenção do motorista, frisou a GM em um comunicado publicado em Las Vegas (Nevada). O sistema, apresentado em um Cadillac Seville modelo 2000, se aproveita do já existente computador para carros Onstar, da GM. Onstar conta com cerca de 100.000

assinantes e serão fabricados anualmente mais de um milhão de veículos equipados com este sistema.

A GM prevê desenvolver os serviços Internet disponíveis em seus carros, como por exemplo a possibilidade de ouvir música graças à tecnologia MP3, ou ouvir rádio com uma conexão de satélite.

**www.dialdata.com.br/ lucianascotti.** Não deixe de visitar o site e ler os livros de Luciana Scotti, uma garota que, aos 22 anos, sofreu um acidente vascular cerebral (AVC). Como consequência, perdeu a voz e tornou-se tetraplégica.

Não por acaso, a vida lhe conservou o movimento de um dedo na mão esquerda, com o qual ela se comunica com o mundo.

Uma excelente oportunidade para o leitor entender que o importante no ser humano não é o lay-out, mas o infinito potencial de sua alma.

**Monitor Dobrável.**

Pesquisadores da IBM anunciaram esta semana a criação de um transistor flexível que poderá ser utilizado para a criação de equipamentos flexíveis, como uma tela de computador que pode ser enrolada ou um jornal eletrônico.

A tecnologia é de baixo custo e

utiliza finas camadas de material depositadas em plástico.

**www.noitescariocas.com.br** Não há muitos lugares no mundo tão bons para se divertir como o Rio de Janeiro.

Também não há melhor fonte de informação no mundo que a Internet.

Pois, então: antes de meter o pé na jaca, consulte o Noitescariocas.com.br.

Tem sugestões de restaurantes, bares, pizzarias, cyber bares, livrarias, quiosques, etc e tal.

**WWW:**

1) Sociedade Esportiva Palmeiras: [www.palmeiras.com.br](http://www.palmeiras.com.br)

2) Santos F. C.: [www.lbm.com.br/santosfc](http://www.lbm.com.br/santosfc)

3) Esporte Clube Vitória: [www.ecvitoria.com.br](http://www.ecvitoria.com.br)

4) Santa Cruz Futebol Club: [www.santacruz.esp.br](http://www.santacruz.esp.br) ou [www2.netpe.com.br/users/coralnetsanta.html](http://www2.netpe.com.br/users/coralnetsanta.html)

5) Atlético: [www.atletico.com.br](http://www.atletico.com.br)

6) Cruzeiro: [www.cruzeiro.com.br](http://www.cruzeiro.com.br)

7) Flamengo: [www.flamengo.com.br](http://www.flamengo.com.br)

8) Botafogo: [www.botafogo.com.br](http://www.botafogo.com.br)

9) [www.digital10.cjb.net](http://www.digital10.cjb.net)

10) [www.redenegocios.inf.br](http://www.redenegocios.inf.br)

11) [www.tre-rj.gov.br](http://www.tre-rj.gov.br)

12) [www.fly2k.dot.gov](http://www.fly2k.dot.gov)

13) [www.receita.fazenda.gov.br/](http://www.receita.fazenda.gov.br/)

14) [www.hungersite.com](http://www.hungersite.com)



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 Fax - (973) 578-2090

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**O BRASIL EM SUAS MÃOS**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
DECLARATIONS  
COLONIA INSURANCE COMPANY

090-1

NEW  
Renewal of Number\*

BROKER COPY

Policy No. CGL903206A

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

• CHURRASCARIA BOI NA BRASA  
70 ADAMS STREET  
NEWARK NJ 07105

ASSOCIATED INSURANCE MANAGEMENT CORP.

ONE SEAPORT PLAZA  
199 WATER STREET  
NEW YORK, N.Y. 10038

Policy Period: From 05/09/96 to 05/09/97 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE							
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 1,000,000.						
Products-Completed Operations Aggregate Limit	\$ 500,000.						
Personal and Advertising Injury Limit	\$ 500,000.						
Each Occurrence Limit	\$ 500,000.						
Fire Damage Limit	\$ 50,000. Any One Fire						
Medical Expense Limit	\$ 5,000. Any One Person						

RETROACTIVE DATE (CG 00 02 only)	
Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:	NONE
(Enter Date or "none" if no Retroactive Date applies)	

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES	
Form of Business:	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Organization (Other than Partnership or Joint Venture)
Business Description*:	RESTAURANT
Location of All Premises You Own, Rent or Occupy:	70 ADAMS STREET NEWARK NJ 07105

PREMIUM							
Classification	Code No.	Premium Basis	Rate		Advance Premium		
			Pr/Co	All Other	Pr/Co	All Other	
01 RESTAURANTS - WITH SALES OF ALCOHOLIC BEVERAGAES THAT ARE LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS - WITHOUT DANCE FLOOR					\$	\$	
	16816	s)	50000	1.073 17.228	107.	861.	
Total Advance Premium					\$	968.	
Premium shown is payable: \$ 968. at inception; \$ 1st Anniversary; \$ 2nd Anniversary							

FORMS AND ENDORSEMENTS	
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue†:	
SEE FORM GU207 - COMMERCIAL GENERAL LIABILITY FORMS LIST	

Countersigned\*: CLIFFSIDE PARK NJ

\*Entry optional if shown in Common Policy Declarations.

†Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

By Charles J. McClellan  
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 16**

Offered by Terra Sul Corporation



HOLD HARMLESS AND INDEMNITY AGREEMENT

IT IS HEREBY AGREED BY AND BETWEEN THE TRUMP TAJ MAHAL CASINO RESORT,  
1000 Boardwalk At Virginia Avenue, in the County of Atlantic state of  
New Jersey,

and

CHURRASCHARIA BOI NA BRASA, the Vendor/Processor, whose address is  
70 Adam Street, in the County of Essex in the state of New Jersey,  
that:

CHURRASCHIA BOI NA BRASA hereby agrees to indemnify and save  
harmless THE TRUMP TAJ MAHAL CASINO RESORT from and against  
any and all losses, liabilities, costs, expenses, libels,  
suits, actions, claims and other obligations and proceedings  
whatsoever, including, without limitation, all judgments  
rendered against, and fines or penalties imposed upon THE  
TRUMP TAJ MAHAL CASINO RESORT and any reasonable attorney's  
fees and other expenses, incurred in connection therewith,  
which, directly or indirectly, may be payable, caused by,  
attributable to, arise by virtue of, or result from actual or  
alleged (i) consumption or use of any food or grocery product  
sold or distributed to or through indemnitee which was  
prepared and distributed by CHURRASCHARIA BOI NA BRASA  
(ii) breach of any guaranty, specification or warranty, express  
or implied, as to the quality or kind of any such product,  
related to raw materials, manufacture, production processing,  
packaging, packing, sealing, storage or delivery.

Date: JUNE 7TH 1996

  
CHURRASCHARIA BOI NA BRASA

  
Witness:

  
TRUMP TAJ MAHAL CASINO RESORT

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 17**

Offered by Terra Sul Corporation

Important

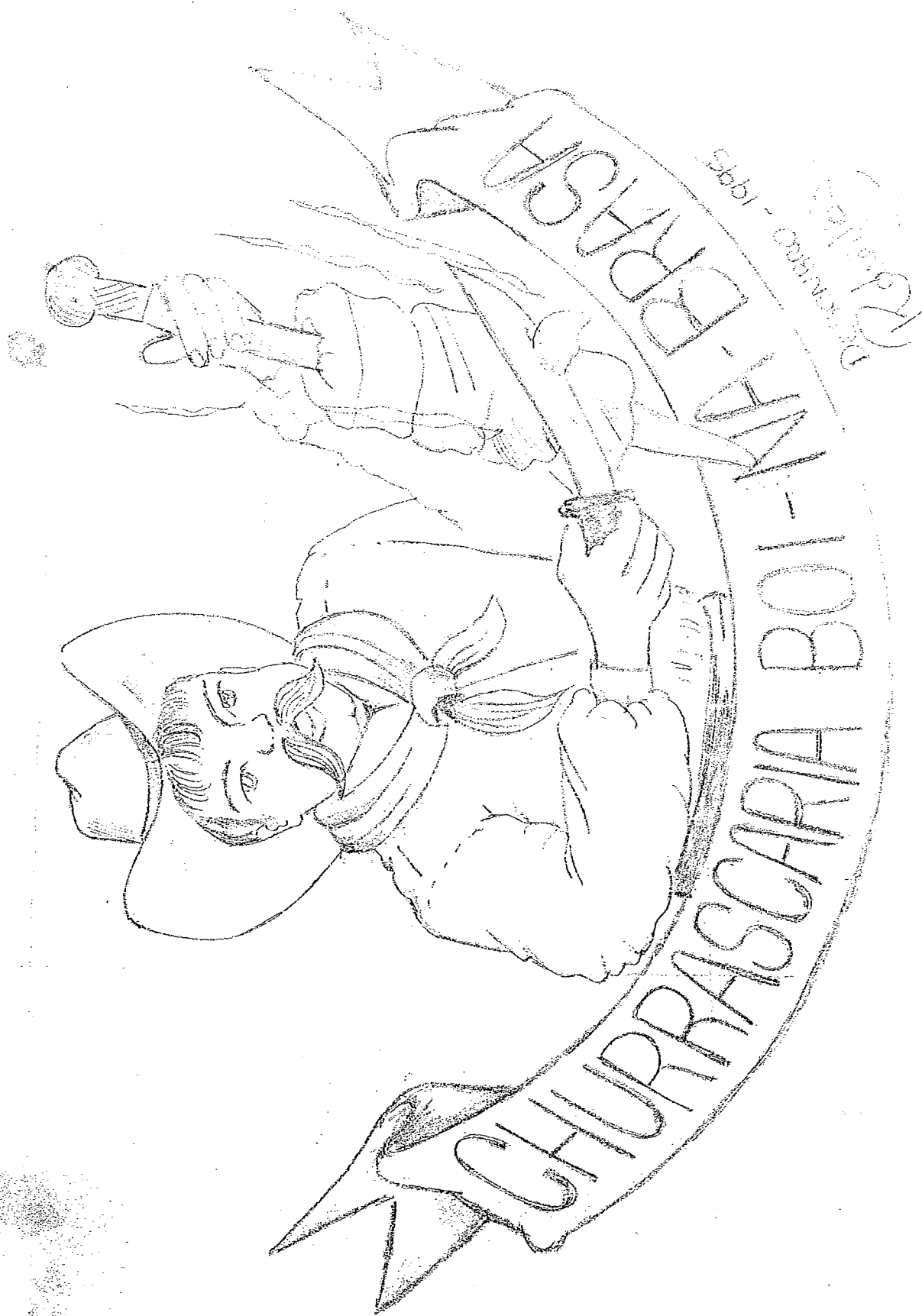


TS 000009

LC 502

Angelo

SANTO



Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 18**

Offered by Terra Sul Corporation



New Jersey Department of State  
Division of Commercial Recording  
Certificate of Incorporation, Profit  
(Title 14A:2-7 New Jersey Business Corporation Act  
For Use by Domestic Profit Corporations)

**FILED**

JAN 19 1999

James A. DiEugenio, Jr.  
State Treasurer

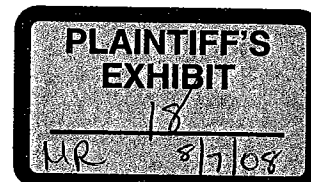
This is to Certify that, there is hereby organized a corporation under and by virtue of the above noted statute of the New Jersey Statutes.

1. Name of Corporation: **TERRA SOL CORP.**
2. The purpose for which this corporation is organized is (are) to engage in any activity within the purposes for which corporations may be organized under N.J.S.A. 14A:1-1 et seq.:
3. Registered Agent: **Farid Salah**
4. Registered Office: **70 Adams Street  
Newark, New Jersey 07105**
5. The aggregate number of shares which the corporation shall have authority to issue is: **100 no par value**
6. If applicable, set forth the designation of each class and series of shares, the number in each, and a statement of the relative rights, preferences and limitations.
7. If applicable, set forth a statement of any authority vested in the board to divide the shares into classes or series or both and to determine or change their designation number, relative rights, preferences and limitations.
8. The first Board of Directors shall consist of **1** Directors (minimum of one).  
Name **Farid Salah** Street Address **70 Adams Street** City **Newark** State **New Jersey** Zip  
**70 Adams Street, Newark, New Jersey**
9. Name and Address of Incorporator(s):  
Name **Fausto Simoes** Street Address **83 Polk St.** City **Newark** State **NJ** Zip **07105**
10. The duration of the corporation is: **perpetual**
11. Other provisions:

In Witness whereof, each individual incorporator being over eighteen years of age has signed this certificate, or if the incorporator is a corporation has caused this Certificate to be signed by its duly authorized officers this **18th** day of **January** 1999.

Signature: FAUSTO SIMOES Signature: \_\_\_\_\_  
Signature: 0100769249 Signature: \_\_\_\_\_

TS 001251



Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

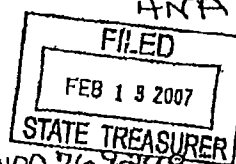
**EXHIBIT NO. 19**

Offered by Terra Sul Corporation



NEW JERSEY  
DIVISION OF REVENUE  
REGISTRATION

STATE OF NEW JERSEY  
DIVISION OF REVENUE  
REGISTRATION OF ALTERNATE NAME



C-150G

Complete the following applicable information, and sign in the space provided. Please note that once filed, the information contained in the filed form is considered public. Refer to the instructions on page 36 for filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field.

Check Appropriate Statute:

- ☒ Title 14A:2-2.1 (3) New Jersey Business Corporation Act ☐ Title 42:2B-4 Limited Liability Company  
☐ Title 15A:2-2.3 (b) New Jersey Nonprofit Corporation Act ☐ Title 42:2A-3 Limited Partnership

Pursuant to the provisions of the appropriate statute, checked above, of the New Jersey Statutes, the undersigned corporation/business entity hereby applies for the registration of an Alternate Name in New Jersey for a period of five (5) years, and for that purpose submits the following application:

- Name of Corporation/Business: TERRA SUL CORP.
- NJ 10-digit ID number: 0100769249
- Set forth state of Original Incorporation/Formation: NEW JERSEY
- Date of Incorporation/Formation: January 19, 1988  
Date of Authorization (Foreign): \_\_\_\_\_
- Alternate Name to be used: CHURRASCARIA BOI NA BRASA
- State the purpose or activity in which conducted using the Alternate Name: RESTAURANT
- The Business intends to use the Alternate Name in this State.
- The Business has not previously used the Alternate Name in this State in violation of this Statute, or, if it has, the month and year in which it commenced such use is: N/A

Signature requirements:

For Corporation  
For Limited Partnership  
For LLC or Business Types

SIGNATURE

FARID SALEH  
NAME (please type).

Chairman of the Board, President, Vice-President  
General Partner  
Authorized Representative

TITLE: PRESIDENT

DATE: 1/18/07

THE PURPOSE OF THIS FORM IS TO SIMPLIFY THE FILING REQUIREMENTS. IT DOES NOT  
REPLACE THE NEED FOR COMPETENT LEGAL ADVICE.

5 1803137  
J 3385658

FEB 12 2007 10:10  
P.O.

FAX: 973-344-0321

STH015



TS 001254



STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

TERRA SUL CORP.

I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department the below  
listed document(s) and that the foregoing is a  
true copy of the  
Certificate Of Alternate Name  
Churrascaria Boi Na Brasa  
as the same is taken from and compared with the  
original(s) filed in this office on the date set  
forth on each instrument and now remaining on file  
and of record in my office.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
9th day of May, 2007

*Bradley Abelow*

Bradley Abelow  
State Treasurer

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 20**

Offered by Terra Sul Corporation

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:  
**NEW JERSEY SALES & USE TAX**

Pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is not filed.

**TERRA SUL CORP.**  
**CHURRASCARIA E BOM MEXICANA**  
**70 ADAMS STREET, SUITE #4**  
**NEWARK, NJ 07102**

Tax Registration No.: 223-638-652/800  
Tax Effective Date: 04-01-99  
Document Locator No.: 8000000000  
Date Issued: 08-27-02

*Phil J. Thompson*  
Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

FD-571 (11-87)

**PLAINTIFF'S  
EXHIBIT**

20

UR 8/7/08

TS 001288

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 21**

Offered by Terra Sul Corporation

# THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

1700 PACIFIC AVENUE - SUITE 3300  
DALLAS, TEXAS 75201-4683  
(214) 969-1700  
FAX (214) 969-1751  
www.tklaw.com

REMY MCELROY DAVIS  
DIRECT DIAL: (214) 969-1761  
EMAIL: Remy.McElroy@tklaw.com

AUSTIN  
DALLAS  
FORT WORTH  
HOUSTON  
NEW YORK  
ALGIERS  
LONDON  
MEXICO CITY  
MONTERREY  
PARIS  
RIO DE JANEIRO

January 11, 2007

## VIA FEDERAL EXPRESS

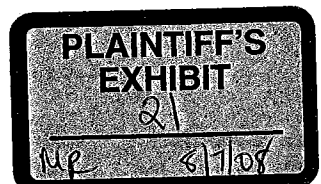
Mr. Farid Saleh, President  
Gullas Corporation  
148 Komom Street  
Newark, New Jersey 07105

Re: Trademark Infringement of Boi Na Braza, Inc.

Dear Mr. Saleh:

Our firm represents Boi Na Braza, Inc. ("Boi Na Braza") in intellectual property matters. Boi Na Braza, an established Brazilian Churrascarian restaurant chain, is the owner of the federally registered marks BOI NA BRAZA (Reg. No. 2,534,608), and BOI NA BRAZA & Design (Reg. No. 2,666,968), all of which cover restaurant services (collectively, the "Marks"). The BOI NA BRAZA mark has been in use at least since July 19, 1999 and the BOI NA BRAZA & Design mark has been in use at least since July 7, 2000. A copy of each Certificate of Registration is enclosed for your review. Boi Na Braza has established extensive rights in its trade name and marks, rights which are protected under the federally enacted Lanham Act. By its significant efforts and resources to promote its Marks, Boi Na Braza has also established a noted reputation and considerable good will in these marks among consumers. Furthermore, the federal registrations for the Boi Na Braza Marks provide our client with the exclusive right to use these Marks throughout the United States, as well as the right to exclude others from any and all unauthorized use of the Marks.

It has recently come to our attention that Gullas Corporation (hereinafter, "Gullas") is operating two Churrascarian restaurants in Newark, New Jersey under the names "Boi Na Brasa Bar & Grill" and "Churrascaria Boi Na Brasa" (collectively, the "Gullas Marks"). We note that the fictitious name for "Boi Na Brasa Bar & Grill" was filed with the New Jersey Secretary of State on July 9, 2004, more than two years after the BOI NA BRAZA and BOI NA BRAZA & Design marks were federally registered and almost five years after the BOI NA BRAZA mark was first used. The website for Boi Na Brasa, located at [www.boinabrasa.com](http://www.boinabrasa.com), shows that Boi Na Brasa Bar & Grill and Churrascaria Boi Na Brasa offer virtually the same style of restaurant services and food as those offered under the Boi Na Braza Marks. We believe that the use of the Gullas Marks is likely to result in significant confusion among consumers with our client's Boi Na Braza Marks due to the similarities in the appearance and sound of the marks as well as the similarities in the services offered under the marks. In fact, our client has recently become aware of actual consumer confusion. As the senior user and owner of the federal registrations, Boi Na Braza has the right of priority of use over your marks. We believe that your use of the Gullas



January 11, 2007

Page 2

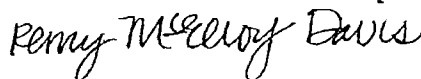
Marks constitutes federal trademark infringement, dilution, and unfair competition under Section 43 of the Lanham Act.

Accordingly, we request that you immediately cease and desist any and all use of the name Boi Na Brasa, as well as any other variation that is confusingly similar to the Boi Na Braza Marks. In addition, we request that you immediately transfer the [www.boinabrasa.com](http://www.boinabrasa.com) domain name to Boi Na Braza. The return of a copy of this letter with an original signature will indicate your acceptance of these conditions as well as your agreement not to assist or induce any other person or entity to engage in such conduct.

If we fail to have a response from you by **January 22, 2007**, we will assume that no suitable response will be forthcoming and we will advise our client to consider pursuing all legal options to protect and enforce its federally protected rights.

We look forward to hearing from you.

Sincerely,



Remy McElroy Davis

Enclosures

cc: Jonas Matheus  
Boi Na Brasa Bar & Grill  
Boi Na Brasa Churrascaria

GULLAS CORPORATION  
148 KOMORN STREET  
NEWARK, NEW JERSEY 07105

**HEREBY AGREES TO CEASE ANY AND ALL USE OF THE BOI GULLAS MARKS AND ANY MARK THAT IS A CONFUSINGLY SIMILAR VARIATION OF THE BOI NA BRAZA MARKS AND TO TRANSFER THE DOMAIN NAME [www.boinabrasa.com](http://www.boinabrasa.com) AND ANY SIMILAR VARIATION OWNED BY GULLAS CORPORATION TO BOI NA BRAZA, INC.**

GULLAS CORPORATION

By: \_\_\_\_\_  
Farid Saleh, President

Date: \_\_\_\_\_

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

**United States Patent and Trademark Office**

Reg. No. 2,666,968  
Registered Dec. 24, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**



BOI NA BRAZA, INC. (TEXAS CORPORATION)  
415 DUNCAN PERRY ROAD  
ARLINGTON, TX 76011

THE ENGLISH TRANSLATION OF "BOI NA  
BRAZA" IS "OX IN EMBERS".

FOR: RESTAURANT SERVICES, IN CLASS 42  
(U.S. CLS. 100 AND 101).

SN 76-088,982, FILED 7-14-2000.

FIRST USE 7-6-2000; IN COMMERCE 7-6-2000.

PAULA MAHONEY, EXAMINING ATTORNEY



Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

**United States Patent and Trademark Office**

Reg. No. 2,534,608

Registered Jan. 29, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**BOI NA BRAZA**

BOI NA BRAZA, INC. (TEXAS CORPORATION)  
4025 WILLIAM D. TATE  
GRAPEVINE, TX 76501 BY ASSIGNMENT MATH-  
EUS BROTHERS, THE (PARTNERSHIP) AR-  
LINGTON, TX 76011

FOR: RESTAURANT SERVICES, IN CLASS 42  
(U.S. CLS. 100 AND 101).

FIRST USE 7-19-1999; IN COMMERCE 9-11-2000.

THE ENGLISH TRANSLATION OF "BOI NA  
BRAZA" MEANS "OX IN EMBERS".

SN 75-748,967, FILED 7-1-1999.

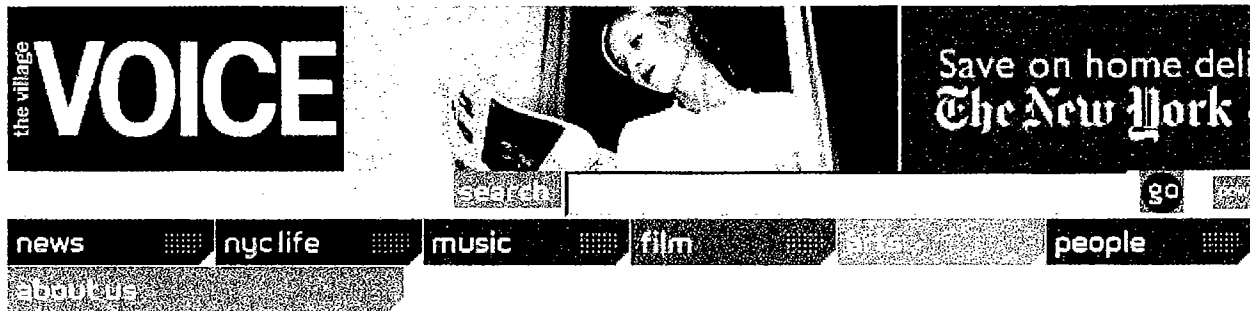
IRENE D. WILLIAMS, EXAMINING ATTORNEY

Cancellation No. 92047056

*Terra Sul Corporation v. Boi Na Brasa, Inc.*

**EXHIBIT NO. 22**

Offered by Terra Sul Corporation



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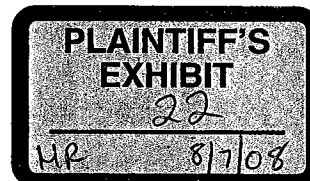
Happy Birthday, Mr.  
 Black  
 by Tricia Romano

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## Best Choice Churrascaria - *BOI NA BRASA*

The all-you-can-eat meat feast called churrascaria has become commonplace around town; in fact, I even spotted one on Avenue B. Still, to save money and rub elbows with actual Brazilians one has to go to Newark's Ironbound, an easy ride on the PATH. Of the several I've reviewed there, current fave is **Boi Na Brasa**, off the beaten path in a strip mall decorated like a South American farmstead. The bacon-wrapped turkey is diverting, but I go right for the picanha and the blood-dripping beef rib. All meat is cooked over charcoal, and, even though there's a wine list, you can also bring your own. (Robert Sietsema)

NEWARK, NEW JERSEY  
 70 Adams Street, store 4



**View Map**

Phone: 973-589-6984

## Other Food categories:

**PERFECT DOWNTOWN PIZZA**

*Adrienne's Pizza Bar*

**SUPERIOR SENEGALESE**

*Africa Kine*

**MOST VERSATILE TURK**

*Ali Baba*

**MOST ADORABLE DODGERS SHRINE**

*Armondo's Pizzeria*

**BEST PRODIGIOUS PIES**

*Aron's*

**MOST TITILLATING TORTILLA**

*Barca 18*

**BEST RESTAURANT NAME**

*Baza*

**AWESOMEST AUSTRIAN**

*Blaue Gans*

**BEST CHOICE CHURRASCARIA**

*Boi Na Brasa*

**BEST USE OF BEANS**

*Bosna Express*

**WILDEST WEENIES**

*Boulevard Drinks*

**SUREST SUSHI—BROOKLYN**

*Bozu*

**RAUNCHIEST RABBIT**

*Brasserie Ruhlmann*

**SMALLEST EATERY**

*Brazil Café*

**BEST STEAK HOUSE ALTERNATIVE**

*Buenos Aires*

**GRANDEST GROUND MEAT**

*Bulgara*

**BEST VEGAN FEED**

*Café Viva*

**BEST TOP-NOTCH TEUTONIC**

*Chalet Alpina*

**LATEST CHEESESTEAK**

*Cheesesteak Factory*

**MOST INGENIOUS INDO-CHINESE**  
*Chopstick*

**STRANGEST SANDWICH--POULTRY**  
*Ciccio's Pizza*

**BEST BABY CHICKEN**  
*Colbeh*

**RICHEST CARROT CAKE**  
*Concourse Jamaican Bakery*

**MOST EFFICACIOUS DOG**  
*Coney's*

**BEST GALLERY-HOPPING FEED**  
*Cookshop*

**BEST OUTRAGEOUSLY GOOD ORGANIC**  
*Counter*

**BEST SUAVE SICILIAN**  
*Dani*

**BEST JUICY JERK**  
*Danny Express*

**TASTIEST TACOS**  
*De Guerreros Taquería*

**BEST USE OF LAMB**  
*Degustation*

**GREATEST GRITS**  
*Ditch Plains*

**BETTER BROOKLYN BURGER**  
*Dumont Burger*

**BEST USE OF SPINE**  
*Ebisu*

**FABULOUS OLD-FASHIONED MALTED MILK**  
*Egger's*

**LIVELIEST AND MOST LIVID LLAPINGACHOS**  
*El Patio*

**BEST JAPANESE-- MIDSCALE**  
*En Japanese Brasserie*

**TONIEST TUNA**  
*Falai Panetteria*

**BEST USE OF WATERMELON**  
*Fatty Crab*

**MOST ATAVISTIC AFRICAN**  
*Florence's*

**BEST NEWFANGLED ITALIAN**

*Frankies 457 Spuntino*

**BEST OLD-FASHIONED ITALIAN**

*Frost*

**MOST VIVACIOUS VERANDA**

*Garden Bay*

**TOP TEXAS BARBECUE**

*Halal Food*

**STRANGEST SANDWICH—SAUSAGE**

*Havana Sandwich Queen*

**WEIRDEST WOBBLY YELLOW STUFF**

*Himalayan Yak*

**VERY BEST BREAKFAST**

*Ici*

**MOST CONGENIAL CARPETBAGGER**

*Ithaka*

**BEST GNARLY NOODLES—QUEENS**

*Ja Gal Chi*

**BEST FANTASTIC FRANCHISE FRIES**

*Joe's Bestburger*

**STRANGEST SANDWICH—SEAFOOD**

*John's Famous Deli*

**COOLEST KOREATOWN NOODLES**

*Kum Ryong*

**SUPERLATIVE STEAK**

*Landmarc*

**WORLD'S FOREMOST DUMPLINGS**

*Lao Bei Fang*

**SECOND-BEST STATEN ISLAND PIZZA**

*Larocca's*

**BEST SEXY SAUSAGES**

*Lederhosen*

**BEST EXTRAORDINARY OXTAILS**

*Les' Restaurant*

**MOST OLD-FASHIONED KOSHER DELI**

*Liebman's*

**BEST FREAKY FRIES**

*Little Pepper*

**LOVELIEST LIVERWURST**

*Loreley*

**BEST FIERY FOOD**

*Los Dos Molinos*

**BEST DURABLE DOMINICAN**

*Los Viejos Amigos*

**BEST INNOVATIVE JAMAICAN**

*M & A*

**BEST USE OF TESTICLES**

*Maremma*

**BEST BRAWNY BAR FOOD**

*Mazorca*

**BEST STAR WARS NOODLES**

*Menkui Tei*

**BEST USE OF BABY GOAT**

*Metsovo*

**DOPEST NON-DUMPLING DUMPLINGS**

*Mie Jakarta*

**FINEST FRIED CHICKEN**

*Mitchell's Soul Food*

**TINIEST THAI**

*Mom Mam #1 Thai*

**FRESHEST FISH**

*Morgan Seafood*

**BEST JAPANESE—UPSCALE**

*Morimoto*

**BEST USE OF PRUNES**

*Nomad*

**STRANGEST SANDWICH—PORK**

*Noodle Bar*

**BEST USE OF REINDEER**

*Nordic Delicacies*

**CHOICEST CONCEALED CHOW**

*Nuevo Mexico*

**DAINTIEST DIM SUM—CHAMP**

*Oriental Food Restaurant*

**BEST BUTCHER**

*Pino's Meat Market*

**BEST RAUNCHY RIBS**

*R.U.B.*

**BEST USE OF CLAMS**

*Road House*

**BEST GROOVIEST GOO**

*Sanaa*

**BEST JAPANESE—DOWNSCALE**

*Sapporo*

**STUDLIEST SOUP DUMPLINGS**

*Shanghai Café*

**MOST MAGNIFICENT MANDOO**

*Shinpo Korean*

**MARVELOUS MALAYSIAN**

*Skyway*

**BEST GROOVY GYRO**

*Spartan Souvlaki*

**BEST DEADLY DOSAS**

*Sri Ganesh's Dosa House*

**OY! OKINAWAN**

*Suibí*

**WORLD'S BEST NOODLES**

*Super Taste*

**SUREST SUSHI—DOWNTOWN MANHATTAN**

*Sushi à la Kawa*

**BEST UNEXPECTED OUTDOOR DINING**

*Taam Tov*

**CHILLEST CHILI**

*Taquería D.F.*

**MOST SENSATIONAL SPLURGE**

*Telepan*

**FARTHEST-FLUNG ASIAN**

*Thai Food House*

**BEST USE OF EGGS**

*Uovo*

**SUMATRA SYMPHONY**

*Upi Jaya*

**GOLDEN BLINTZ AWARD**

*Veselka*

**BRAINIEST SCIENCE RESTAURANT**

*WD-50*

**DAINTIEST DIM SUM—RUNNER-UP**

*World Tong*

**MAGNIFICENT MOUNTAIN**

*Yemen Cuisine*

**BEST TRENDY TURK**

*Zeytin*

**BEST UPPER EAST SIDE BURGER**

*Zip Burger*

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